# CITY OF PITTSBURG
# AGENDA

**AUGUST 16, 2021**

**CITY HALL COUNCIL CHAMBER**
**65 CIVIC AVENUE, PITTSBURG, CA**

**CLOSED SESSION**
**5:00 P.M.**

**REGULAR MEETINGS**
**7:00 P.M.**

## CITY COUNCIL
## HOUSING AUTHORITY
## PITTSBURG ARTS AND COMMUNITY FOUNDATION
## PITTSBURG POWER COMPANY
## SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II
## SUCCESSOR AGENCY

**PRESIDING**

**Marilyn "Merl" Craft, Mayor/Chair**
**Holland Barrett White, Vice- Mayor/Chair**
**Shanelle Scales-Preston, Council Member/Board Member**
**Juan Antonio Banales, Council Member/Board Member**
**Jelani Killings, Council Member/Board Member**

**FOR HOUSING AUTHORITY:**
**S.L. Floyd, Housing Authority Member**
**Annie Hill Herring, Housing Authority Member**

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Pittsburg City Council meetings are held the first and third Mondays of each month at 7:00 p.m. The Housing Authority meets in conjunction with the City Council on the third Monday of each month. The Pittsburg City Council meets regularly in the Council Chamber at 65 Civic Avenue, unless otherwise noted above. The City Council also sits as the Board of Directors of several other City agencies. The stipends for all agency members conform to state statutes governing compensation amounts. All other Agencies meet on an as needed basis and will be listed above if applicable. Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except from noon to 1:00 p.m. and City holidays). The agenda and reports are also located on the City's website at www.ci.pittsburg.ca.us. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

**PUBLIC ADVISORY:**
**THE CITY COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC**

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting of the City Council will be conducted electronically through Zoom and broadcast live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber will not be open for the meeting. Council Members will be participating electronically and will not be physically present in the Council Chamber.

Beginning with the January 19, 2021 City Council Meeting, live comments will be allowed by members of the public via teleconferencing during Zoom meetings and written comments received after 3:00 p.m. will be read aloud by staff. To be placed in a queue to comment, please adhere to the following instructions.

## To Participate in Public Comment During the Meeting:

- Notify the City Clerk's Office via email by 3:00 p.m. on the meeting date that you would like to be placed in the queue for general Public Comments, or comments on a specific agenda item. Requests received after 3:00 p.m. on the date of the meeting will not be able to comment.
- Email your name and telephone number to meetingcomments@ci.pittsburg.ca.us. We need both identifications to pair you with the item you wish to speak on. You must also be sure that you call in using the number you have provided or we may not be able to identify you as a speaker.
- Your email must include the words **"FOR PUBLIC COMMENT"** in the subject line and specify the **Agenda Item number or Non-Agenda** as appropriate.
- You will receive an email confirmation with instructions to log in.
- Once the meeting starts (check the Streaming Media link on our website – www.ci.pittsburg.ca.us) you can phone in to Zoom. If you log in before the event has actually started you may be disconnected.
- You will be added to the meeting as an attendee and will be called upon by staff for phone-in comments.
- Speakers will be muted until their opportunity to provide public comment.
- All comments will be subject to the three-minute time limitation (approximately 350 words).
- Begin your comment by providing your name and city of residence for the record – although providing this is not required for participation.
- Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

*In the event a quorum of the City Council loses electrical power or suffers an internet connection outage not corrected within 15 minutes, the meeting will be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled meeting of the City Council. Any other agenda items the Council has not taken action on will be placed on a future agenda.*

AUDIENCE REMARKS

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.

5:00 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

   City designated representatives: Garrett Evans, Stacy Shell, Charles Sakai, Sloan Sakai Yeung & Wong LLP

   Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; International Brotherhood of Electrical Workers Local 1295

   Unrepresented employees: Management Group; Senior Executive Team

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

   City designated representatives: Stacy Shell, Municipal Resource Group, LLC

   Unrepresented employee: City Attorney

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957:

   City Attorney

4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Section 54956.9(d)(2):

   Number of cases: one

7:00 P.M. - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATION

5. Quarterly Overview of Use of Force by Law Enforcement Personnel and Overview of Internal Affairs Investigations

CITY MANAGER REPORTS/REMARKS

The City Manager may make brief announcements or informal comments at this time and brief the Council on items of interest. (No Action Required)

PUBLIC COMMENTS

See Public Advisory

COMMITTEE REPORTS

Council Members may make a report on their committee assignments at this time. (see attached list of adhoc committees and other public agencies in which Council members particiapte). (No Action Required)

HOUSING AUTHORITY

CONSENT CALENDAR

6. Minutes of June 21, 2021

7. Disbursement List of May 31, 2021 and June 30, 2021

8. Adoption of a Housing Authority Resolution Approving the Pittsburg Chamber of Commerce 2021-2022 Lease and Common Area Maintenance Offset

   The Pittsburg Chamber of Commerce (Chamber) entered into a sublease agreement (Sublease) for its operations located at 985 Railroad Avenue (Premises). Pursuant to Sections 3.2 (a) and 5.4 of the Sublease, the Chamber may provide services to the community in lieu of rent and common area maintenance (CAM) charges to be paid by the Chamber. The City and the Chamber have worked together to develop the scope of services (Lease and CAM Offset 2021-2022) to be provided by the Chamber to the City in lieu of paying lease and CAM charges.

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY

CITY COUNCIL MEETING

PUBLIC HEARING

9. Public Hearing on Urban Water Management Plan and Water Shortage Contingency Plan for 2020

   The Urban Water Management Planning Act (“UWMP Act”) requires every urban water supplier providing water to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an Urban Water Management Plan (“UWMP”) every five years. The City’s consultant has prepared the 2020 UWMP for public review and for the City Council’s consideration for adoption.

10. Introduction and Waive First Reading of an Ordinance Amending Chapter 8.12 of the Pittsburg Municipal Code to Amend the City’s Vehicle Storage Regulations

    Staff proposes an amendment to the Pittsburg Municipal Code (PMC) Chapter 8.12 to be consistent with other provisions in PMC Chapter 18 regarding storage of vehicles on private property.

11. Introduction and Waive First Reading of an Ordinance Amending Chapter 8.16 of the Municipal Code to Amend the City's Standards for Abatement of Weeds

    Staff proposes an amendment to the Pittsburg Municipal Code Chapter 8.16 Weed Abatement in order to be consistent with abatement standards of the Contra Costa County Fire District.

CONSIDERATION

12. Adoption of a City Council Resolution Authorizing the Formation of the American Rescue Plan Act Ad-Hoc Subcommittee

    The City proposes to form the American Rescue Plan Act (ARPA) Ad-Hoc Subcommittee (Ad-Hoc Subcommittee) to oversee the allocation and programming of the ARPA funds. These ARPA funds are distributed in two tranches, 12 months apart. Funds have to be committed by December 31, 2024 and spent by December 31, 2026. The ARPA Ad-Hoc Subcommittee will exist no later than December 31, 2026.

CONFLICT OF INTEREST STATEMENT

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY, SUCCESSOR AGENCY AND SOUTHWEST PITTSBURG GHAD II CONSENT CALENDAR

13. Minutes of August 2, 2021

14. Adoption of a Pittsburg Power Company Resolution Accepting a $25,000 Grant from the Y & H Soda Foundation for Future Build's Instructional Budget

    Pittsburg Power Company (PPC) is seeking approval to accept a $25,000 grant from the Y & H Soda Foundation (Grant) for Future Build's instructional budget.

15. Adoption of a Pittsburg Power Company Resolution Approving the 2020 Annual Power Source Disclosure Report to the California Energy Commission

    State Law, Public Utilities Code Section 398.1(b), requires all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers. The Pittsburg Power Company (PPC) provides electricity retail service on Mare Island, Vallejo in the name of Island Energy (IE) and is required by law to disclose the sources of its energy procurement and sales to its end users on Mare Island. The CEC requires the Governing Board of the Pittsburg Power Company to approve its 2020 Annual Power Source Disclosure Report (PSD Report).

16. Adoption of a Pittsburg Power Company Resolution Attesting the Veracity of the 2020 Power Content Label to the California Energy Commission

The Power Source Disclosure (PSD) Program Regulations require that a publicly owned electricity retail supplier submit to the California Energy Commission (CEC) an attestation of the veracity of both the annual Power Source Disclosure Report and the Power Content Label (PCL) for the previous calendar year. For public agencies submitting board resolutions as attestation, in lieu of a requirement to provide a report from an auditor, the Board of Directors must attest to the Power Content Label in addition to the PSD report.

17. Adoption of a Successor Agency Resolution Approving a Purchase and Sale Agreement for 300 Cumberland Street

    The Successor Agency to the Redevelopment Agency of the City of Pittsburg (Successor Agency) owns that certain real property located at 300 Cumberland Street, also known as County Assessor's Parcel Number 085-108-010 (Property). EJ Phair Brewing Company, a California corporation (Buyer) is the current tenant at the Property and operator of EJ Phair Brewing Company. The Successor Agency and Buyer propose to enter into a Purchase and Sale Agreement (PSA) for the sale and purchase of the Property.

18. Adoption of a City Council Resolution Accepting Highway Safety Improvement Program 10 (HSIP 10) Grant for Project 2038, Citywide Roadway Improvement

    The City has been awarded a grant in the amount of $2,965,700 for Citywide Roadway Improvement Project (the "Project"). If approved, the resolution will authorize allocation of the grant to Project 2038.

19. Adoption of a City Council Resolution Accepting Highway Safety Improvement Program 10 (HSIP 10) Grant for Project 2028, Crestview Drive Safety Improvement

    The City has been awarded a grant in the amount of $378,220 for the Crestview Drive Safety Improvement Project (the "Project"). If approved, the resolution will approve allocation of the grant to the project for a total approved project budget of $419,400.

20. Adoption of a City Council Resolution Authorizing the City Manager to Execute the First Amendment to the Agreement with TRC Solutions, Inc. for Community-wide Environmental Assessment Services

    This First Amendment to the Agreement with TRC Solutions, Inc. is to increase the compensation for additional community-wide environmental assessment services in connection with the City's United Stated Environmental Protection Agency (US EPA) Brownfields Assessment grant.

21. Adoption of a City Council Resolution to Amend Staffing Allocation in the Engineering Division

    The City Manager, upon recommendation from the Director of Public Works/City Engineer recommends changing the staffing allocation plan by adding one (1) Assistant Engineer position to the Engineering Division.

22. Receive and File the Treasurer's Report for the Quarter Ending June 30, 2021

Attached is the Treasurer's Report for the fiscal quarter ending June 30, 2021. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

23. Adoption of an Ordinance Amending Pittsburg Municipal Code Chapter 9.20 Fireworks to Increase Fine and Expand Violations

On August 2, 2021, the City Council introduced and waived further reading of an Ordinance amending Pittsburg Municipal Code Chapter 9.20 on fireworks to increase the fine for any violation to $1,000 and expand violations to responsible parties as defined.

24. Adoption of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits

On August 2, 2021, the City Council held a continued public hearing on a request for City Council approval of comprehensive amendments to City of Pittsburg Municipal Code (PMC) Titles 5 and 18 related to commercial cannabis business permitting. The proposed updates would facilitate the expansion of the types of cannabis businesses allowed, including uses such as retail, cultivation, and microbusinesses, as well as the process and standards for business approval. After closing the public hearing, the Council voted 4-0 to introduce and waived further reading of Ordinance No 21-1490. The ordinance is now ready for City Council adoption.

## COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Council Members may request items to be considered for future agendas. An item will only be brought forward with a majority vote and will appear on a future agenda with staff recommendations for further Council consideration.

## COUNCIL MEMBER REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)

## ADJOURNMENT to September 20, 2021

## NOTICE TO PUBLIC

### GENERAL INFORMATION

Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). The full packets are also located on the City's website at www.ci.pittsburg.ca.us. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

### SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

### PUBLIC HEARINGS

Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action take by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

### NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled citizens. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Council meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at 925-252-4850. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

### DISRUPTIVE CONDUCT

The Council requests that you observe the order and decorum of our Council Chamber by turning off or setting to vibrate all cellular telephones, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

### LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.ci.pittsburg.ca.us on the Streaming Media page. Past meetings are also archived on that webpage. City Council meetings are also broadcast live on CCTV, Channel 24 also re-run at a later date. For more information, please contact the City Clerk's office at 252-4850.

**City Council Outside Agency / Liaison / Sub-Committees Assignments - 2021**

**Updated March 1, 2021**

| OUTSIDE AGENCY BOARDS | COUNCIL MEMBER(S) | TYPE | MEETS | STAFF |
|---|---|---|---|---|
| ABAG | Merl Craft / Holland White Alternate | Standing | Annual | G. Evans |
| Delta Diablo** | Juan Banales / Shanelle Scales-Preston Alt. | Standing | 2nd Wednesday | R. Abono |
| East Co. Co. County Habitat Conservancy | Juan Banales / Jelani Killings Alternate | Standing | Monthly | Planning |
| East County Water Management | Juan Banales / Jelani Killings Alternate | Standing | Annual | R. Abono |
| MCE Clean Energy Board | Shanelle Scales-Preston / Holland White Alt. | Standing | 4 Per Year | D. Buchanan |
| TRANSPLAN / ECCRFFA | Holland White / Juan Banales Alternate | Standing | 2nd Thursday | J. Hecht |
| Tri-Delta Transit (2 reps)*** | S. Scales-Preston & Merl Craft / Jelani Killings Alt. | Standing | Last Wednesday | J. Hecht |

| LIAISON TO | COUNCIL MEMBER(S) | TYPE | MEETS | STAFF |
|---|---|---|---|---|
| East Bay League of Calif. Cities | Shanelle Scales-Preston / Merl Craft Alt. | Standing | 3rd Thursday | *Rotational |
| Mayor's Conference | Merl Craft / Holland White Alt. | Standing | 1st Thursday | G. Evans |
| School Districts Committee (2x2) | Merl Craft & Holland White / Shanelle Scales-Preston Alt. | Standing | 2nd Thursday even months | G. Evans |

| SUBCOMMITTEES | COUNCIL MEMBER(S) | TYPE | MEETS | STAFF |
|---|---|---|---|---|
| CAC CDBG Subcommittee | S. Scales-Preston & Jelani Killings / Holland White Alt. | Standing | As needed | M. Aliotti |
| City Council Policy and Procedures Review | Juan Banales & Merl Craft | Ad Hoc | As needed | G. Evans |
| City Infrastructure and Transportation | Holland White & Juan Banales / S. Scales-Preston Alt. | Standing | Ad needed | G. Evans |
| Community Services Subcommittee | Merl Craft & Shanelle Scales-Preston / Juan Banales Alt. | Standing | As needed | M. Aliotti |
| Constituent Management Services | S. Scales-Preston & Juan Banales / Holland White Alt. | Ad Hoc | As needed | G. Evans |
| Government Performance Subcommittee | Holland White & Juan Banales | Ad Hoc | As needed | G. Evans |
| Hills Committee | Juan Banales & Jelani Killings / Merl Craft Alt. | Ad Hoc | As needed | G. Evans |
| Pittsburg Recognition Committee | Merl Craft / Juan Banales Alt. | Standing | As needed | J. Hecht |
| Economic Develop/Waterfront Subcommittee | Jelani Killings & Holland White / Juan Banales Alt. | Standing | As needed | J. Davis |
| Finance Subcommittee | Juan Banales & Holland White / Jelani Killings Alt. | Standing | As needed | FINANCE |
| Land Use Subcommittee | Juan Banales & Holland White / Merl Craft Alt. | Standing | As needed | J. Hecht |
| Pittsburg Arts & Community Foundation | Merl Craft & S. Scales-Preston / Jelani Killings Alt. | Standing | As needed | G. Evans |
| Pittsburg Police Activities League (PAL) | S. Scales-Preston & Holland White / Juan Banales Alt. | Standing | Monthly | B. Addington |
| Power Company Advisory | S. Scales-Preston & Holland White / Juan Banales Alt. | Standing | As needed | D. Buchanan |
| Public Safety Subcommittee | Holland White & Shanelle Scales-Preston | Standing | As needed | B. Addington |
| Sister City Committee | Jelani Killings & Merl Craft / Holland White Alt. | Standing | As needed | K. Simonton |

*Rotational Staff as assigned by City Manager
**Stipend of $209 per month
***Stipend of $100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

Following is a tentative list of currently scheduled Commission meetings for the upcoming month. For further information, please visit our website at www.ci.pittsburg.ca.us and click on the CALENDAR link for meetings, dates, times and locations.

| Commission | Tentative Meeting Dates |
|---|---|
| Planning Commission | 2nd and 4th Tuesdays |
| Community Advisory Commission | 1st Wednesday |
| | |

Planning Commission meetings are regularly held the second and fourth Tuesdays of the month in the Pittsburg City Hall Council Chambers.

Community Advisory Commission meetings are regularly held the first Wednesday of the month in the Pittsburg City Hall Council Chambers.

In addition to the Commission Meetings listed above, there are several Council Member Subcommittees that meet on an “as needed basis”. For a list of subcommittees that Council Members and staff are assigned to, please see the “Council Committee List” attached to the agenda.

Subcommittee Meetings that are anticipated to occur in the coming month vary. The meeting dates, times and locations for these meetings are yet to be determined. This information will be posted on the City’s website, www.ci.pittsburg.ca.us , as soon as it is determined. Please check the Calendar on the City’s website for information.

For further information, contact the City staff member assigned to that Commission or Subcommittee.

**CITY OF PITTSBURG**
**HOUSING AUTHORITY MEETING MINUTES**

**DATE:** June 21, 2021

**LOCATION:** Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

**CITY COUNCIL.AGENCY MEMBERS**
Marilyn Craft, Mayor/Chair
Holland Barrett White, Vice-Mayor/Chair
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

**APPOINTED OFFICIALS**
Garrett Evans, City Manager/Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for April 19, 2021 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

**CALL TO ORDER**

Vice-Chair White called the meeting of the Housing Authority to order at 7:06 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

**ROLL CALL**

Members Floyd, Herring and Craft were absent and excused.

**CONSENT CALENDAR**

On motion by Member Banales, seconded by Member Scales-Preston to adopt and carried by the following vote:

AYES: Banales, Killings, Scales-Preston, White
ABSENT: Floyd, Herring, Craft

4. Minutes of April 19, 2021

5. Disbursement Lists of March 31, 2021, April 30, 2021 and May 31, 2021

## CONSIDERATION – JOINT WITH CITY COUNCIL

6. Adoption of a Housing Authority City of Pittsburg Resolution for Approval of the Operating Budget Plan for Fiscal Year 2021-22 for the Housing Authority City of Pittsburg and Appropriation of Funds for Fiscal Year 2021-22

On motion by Member Killings, seconded by Member Scales-Preston to adopt and carried by the following vote:

AYES: Banales, Killings, Scales-Preston, White
ABSENT: Floyd, Herring, Craft

7. Adoption of a Housing Authority Resolution Approving Assistance Up to $79,306 to Yellow Roof Foundation to Pay for City Fees Associated with the Development of Gonsalves Village and a City Council Resolution Authorizing the City Manager to Execute a Regulatory Agreement

On motion by Member Scales-Preston, seconded by Member Banales to adopt and carried by the following vote:

AYES: Banales, Killings, Scales-Preston, White
ABSENT: Floyd, Herring, Craft

## HOUSING AUTHORITY MEMBER REMARKS

There were no Housing Authority Member remarks.

## ADJOURNMENT

The Housing Authority was adjourned at 7:19 P.M.

Respectfully submitted,

Alice E. Evenson, Secretary

# PITTSBURG HOUSING AUTHORITY

## Disbursement List Summary

### For the month of May 2021

| | Ck# | Amount | HAP[1] | VASH[2] | UR[3] | Portability | Admin. Fee | TOTAL |
|---|---|---|---|---|---|---|---|---|
| VOUCHERS | 152317-152448<br>50121001-50122599 | 1,702,138.51 | 1,328,265.56 | 158,607.00 | 8,364.20 | 200,454.25 | 6,447.50 | 1,702,138.51 |
| | 152449-152451<br>51521001-51521016 | 83,889.03 | 15,696.10 | 59,589.06 | 587.00 | 4,810.00 | 3,206.87 | 83,889.03 |
| | TOTAL | 1,786,027.54 | 1,343,961.66 | 218,196.06 | 8,951.20 | 205,264.25 | 9,654.37 | $ 1,786,027.54 |

[1]Housing Assistance Payment [2]Veterans Affairs Supportive Housing [3]Utility Reimbursement

| | | Amount | Description | TOTAL |
|---|---|---|---|---|
| ADMINISTRATIVE EXPENSES | | $ 62,810.24 | Full Time salaries | $ 62,810.24 |
| | | 5,470.44 | Part Time salaries | 5,470.44 |
| | | 90.39 | Overtime salaries | 90.39 |
| | | 4,599.08 | Retirement | 4,599.08 |
| | | 7,235.50 | Retirement-Pension bonds | 7,235.50 |
| | | 13,320.78 | Health Insurance | 13,320.78 |
| | | 512.64 | Additional CalPERS Pension Contribution | 512.64 |
| | | 87.76 | Life Insurance | 87.76 |
| | | 1,310.67 | Dental Insurance | 1,310.67 |
| | | 152.99 | Vision | 152.99 |
| | | 2,894.32 | Workers Comp | 2,894.32 |
| | | 461.21 | Unemployment Insurance | 461.21 |
| | | 162.47 | Disability Ins. | 162.47 |
| | | 5,283.32 | FICA | 5,283.32 |
| | | 1,153.11 | Deferred Compensation | 1,153.11 |
| | | 960.67 | Allocated Retiree/Med/Vac Buy-Bk/Empl Term | 960.67 |
| | | 596.33 | Pension 115 Trust | 596.33 |
| | | 2,745.42 | Retiree OPEB Costs | 2,745.42 |
| | | 934.37 | Office Supplies/Computer Expense | 934.37 |
| | | - | Computer Software | - |
| | | 68.34 | Postage | 68.34 |
| | | 1,048.88 | Utilities (Gas, Electric & Water) | 1,048.88 |
| | | 239.12 | Telephone - Regular | 239.12 |
| | | - | Membership Dues & Subscriptions | - |
| | | 3,652.50 | Travel, Training, & Conference | 3,652.50 |
| | | 2,961.50 | Insurance - Alloc Chgs | 2,961.50 |
| | | - | Auditing Expense | - |
| | | 6,631.60 | Other Contractual & Professional Service | 6,631.60 |
| | | 4,706.21 | Maintenance Agreements | 4,706.21 |
| | | 6.10 | Maintenance & Repairs | 6.10 |
| | | 155.90 | Equipment Rental | 155.90 |
| | | 2,375.00 | Building Rental | 2,375.00 |
| | | 565.25 | Fleet Maintenance Alloc Chgs | 565.25 |
| | | 3,146.08 | Building Maintenance Alloc Chgs | 3,146.08 |
| | | 2,371.33 | Information Systems Alloc Chgs | 2,371.33 |
| | | 4,498.83 | Admin overhead paid to city | 4,498.83 |
| | | 185.00 | Maintenance & Repairs | 185.00 |
| | | 219.09 | Other fees | 219.09 |
| | | 1,556.67 | Transfer-Out to OPEB (Unfunded Liabilities) | 1,556.67 |
| | TOTAL | 145,169.11 | | 145,169.11 |

| | Ck# | Amount | Reason | TOTAL |
|---|---|---|---|---|
| VOIDED CHECKS & | | (15,321.00) | ACH Returns | (15,321.00)<br>- |
| | TOTAL | (15,321.00) | | $ (15,321.00) |

Prepared by: Laura Mey 6/18/21

**NET of Issued and Voided $ 1,915,875.65**

# Check Summary

May 1, 2021

| | Check Number | Check Date | Payee Tax ID | Payee | Amount |
|---|---|---|---|---|---|
| **Housing Choice Voucher** | | | | | |
| * | 152317 | 5/1/21 | *****6316 | Alina D Arana | **36.00** |
| | 152318 | 5/1/21 | *****2494 | Amana K Cornish | **57.00** |
| | 152319 | 5/1/21 | *****7730 | Ashley M Brown | **147.00** |
| | 152320 | 5/1/21 | *****1702 | Christina M Fitzgerald | **63.00** |
| | 152321 | 5/1/21 | *****7655 | Ciara Fagin | **86.00** |
| | 152322 | 5/1/21 | *****9835 | Darrell C Carter | **15.00** |
| | 152323 | 5/1/21 | *****3976 | Darren M Thompson | **29.00** |
| | 152324 | 5/1/21 | *****2319 | Delfonse A Lewis | **173.00** |
| | 152325 | 5/1/21 | *****7930 | Donald R Watson, Sr. | **407.88** |
| | 152326 | 5/1/21 | *****3528 | Elisa Johnson | **185.00** |
| | 152327 | 5/1/21 | *****3840 | Eva L Mangum | **70.00** |
| | 152328 | 5/1/21 | | Franchise Tax Board | **253.50** |
| | 152329 | 5/1/21 | *****5317 | Janae Frazier | **55.00** |
| | 152330 | 5/1/21 | *****7910 | Javecia M Horton | **23.00** |
| | 152332 | 5/1/21 | *****4091 | Joshua C Perez | **120.00** |
| | 152333 | 5/1/21 | *****2855 | Karen L Dixon | **11.00** |
| | 152334 | 5/1/21 | *****2309 | Kawanda M Dotson | **1.00** |
| | 152335 | 5/1/21 | *****7253 | Laneava S Blanks | **38.00** |
| | 152336 | 5/1/21 | *****7725 | Latina R Toran | **30.00** |
| | 152337 | 5/1/21 | *****3960 | Lyniece N Eddins | **55.00** |
| | 152338 | 5/1/21 | *****6385 | Marcia Price | **135.00** |
| | 152339 | 5/1/21 | *****3347 | Maria B Martinez | **14.00** |
| | 152340 | 5/1/21 | *****5133 | Mary P Grigsby | **141.00** |
| | 152341 | 5/1/21 | *****8042 | Melissa J Perkins | **234.00** |
| | 152342 | 5/1/21 | *****7988 | Melvina D Brunt | **159.00** |
| | 152344 | 5/1/21 | *****0451 | Michelle A Manuel-Carter | **116.00** |
| | 152345 | 5/1/21 | *****8275 | Mildred G Botello | **110.00** |
| | 152346 | 5/1/21 | *****2674 | Monika Smith | **37.00** |
| | 152347 | 5/1/21 | *****3829 | Nicole N Hodge | **125.00** |
| | 152348 | 5/1/21 | *****8665 | Nieza M Burrus | **250.00** |
| | 152349 | 5/1/21 | *****4119 | Pashenia D Sanders | **195.00** |
| | 152350 | 5/1/21 | *****7944 | Sakari M Lewis | **53.00** |
| | 152351 | 5/1/21 | *****6935 | Samaiyah A Warren | **67.00** |
| | 152352 | 5/1/21 | *****3403 | Shanae V Washington | **98.00** |

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| | | | | |
|---|---|---|---|---|
| 152353 | 5/1/21 | *****1512 | Shawn A Prince | **29.00** |
| 152354 | 5/1/21 | *****3755 | Stephany E Morris | **17.00** |
| 152356 | 5/1/21 | *****6806 | Thelma R Hearne | **21.00** |
| 152357 | 5/1/21 | *****1595 | Theresa M Evans | **51.00** |
| 152359 | 5/1/21 | *****8373 | Vonia Jackson | **131.00** |
| 152360 | 5/1/21 | *****1418 | Patricia A Blocker | **27.00** |
| 152361 | 5/1/21 | *****8240 | Vanna L Warga | **210.00** |
| 152362 | 5/1/21 | *****2890 | Raquel E Miller | **48.00** |
| 152363 | 5/1/21 | *****0164 | Bobbie J Royston | **144.00** |
| 152364 | 5/1/21 | *****1955 | Latasha d Smith | **83.00** |
| 152365 | 5/1/21 | *****4208 | Ono c Rothschild | **61.00** |
| 152366 | 5/1/21 | *****2184 | Evelyn Smith | **109.00** |
| 152367 | 5/1/21 | *****3035 | Irma M Castillo | **29.00** |
| 152368 | 5/1/21 | *****8612 | Regina D Tucker | **68.00** |
| 152369 | 5/1/21 | *****6527 | Brandi N Davis | **90.00** |
| 152370 | 5/1/21 | *****5753 | Kevin j Hernandez | **184.00** |
| 152371 | 5/1/21 | *****6015 | Sherron A Camp | **175.00** |
| 152372 | 5/1/21 | *****6241 | Felisha L Lee | **220.00** |
| 152373 | 5/1/21 | *****2941 | Sadrina Sims | **263.00** |
| 152374 | 5/1/21 | *****0531 | Akilah Z Parker | **263.00** |
| 152375 | 5/1/21 | *****3882 | Tyese C Fulgham | **37.00** |
| 152376 | 5/1/21 | *****5492 | Michelle m Berry | **7.00** |
| 152377 | 5/1/21 | *****0046 | Letta D Christian | **130.00** |
| 152378 | 5/1/21 | *****7135 | Michele N Nichols | **87.00** |
| 152379 | 5/1/21 | *****8831 | Theresa p Jones | **7.00** |
| 152380 | 5/1/21 | *****5626 | Lashawn P Fields | **133.00** |
| 152381 | 5/1/21 | *****5232 | Kristina M Greer | **11.00** |
| 152382 | 5/1/21 | *****3113 | Mannah S Parrott | **79.00** |
| 152383 | 5/1/21 | *****6215 | Janet Brown | **118.36** |
| 152384 | 5/1/21 | *****4767 | Freddie L Henderson | **39.00** |
| 152385 | 5/1/21 | *****3181 | Shirley J Strausbaugh | **2.00** |
| 152386 | 5/1/21 | *****2695 | Monique Thompson | **60.00** |
| 152387 | 5/1/21 | *****0903 | Virgie r Gray | **61.00** |
| 152388 | 5/1/21 | *****6507 | Melissa R Griffin | **29.00** |
| 152389 | 5/1/21 | *****1129 | Tiffany L Pellom | **22.00** |
| 152390 | 5/1/21 | *****4987 | Delois Sanford | **9.00** |
| 152391 | 5/1/21 | *****3869 | Charlene M Best | **22.00** |
| 152392 | 5/1/21 | *****4651 | Lisa Rantissi | **0.00** |
| 152393 | 5/1/21 | *****7191 | Marcelene Brooks | **50.00** |
| 152394 | 5/1/21 | *****1606 | Tamika Brown | **52.00** |
| 152395 | 5/1/21 | *****8511 | Tantasha Y Dutye | **207.00** |

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|---|---|---|---|---|
| 152396 | 5/1/21 | *****5083 | Crystal j Houston | **229.00** |
| 152397 | 5/1/21 | *****8338 | Tenisha m Ford | **52.00** |
| 152398 | 5/1/21 | *****8992 | Carrie L Saravia | **275.00** |
| 152399 | 5/1/21 | *****6573 | Hermajo L Hoskins | **84.00** |
| 152400 | 5/1/21 | *****8533 | Ebony N Washington | **265.00** |
| 152401 | 5/1/21 | *****0256 | Debra Gregory | **33.00** |
| 152402 | 5/1/21 | *****7516 | Nicquala E James | **165.00** |
| 152403 | 5/1/21 | *****8765 | Antoinette D Durrett | **178.00** |
| 152404 | 5/1/21 | *****2542 | Sau C Ly | **22.00** |
| 152405 | 5/1/21 | *****0840 | Dalisha L Bernstine | **157.00** |
| 152406 | 5/1/21 | *****6953 | Nathan Banks JR | **23.00** |
| 152407 | 5/1/21 | *****0342 | Beverly A Lockwood | **7.00** |
| 152408 | 5/1/21 | *****0410 | Ashley S Andrews | **26.00** |
| 152409 | 5/1/21 | *****6598 | Ardean M Goulart | **39.00** |
| 152410 | 5/1/21 | *****6995 | Graciela Arroyo | **62.00** |
| 152411 | 5/1/21 | *****0195 | Shanoria s Sasser | **73.00** |
| 152412 | 5/1/21 | *****1951 | Vinisha D Thornton | **85.00** |
| 152413 | 5/1/21 | *****3796 | Tiara N Burks | **44.00** |
| 152414 | 5/1/21 | *****0248 | Lakisha L Burton | **105.00** |
| 152415 | 5/1/21 | *****7822 | Daudi K Edmond | **55.00** |
| 152416 | 5/1/21 | *****5758 | Monique c Chaves | **43.00** |
| 152417 | 5/1/21 | *****3226 | Riquel A Neal | **31.00** |
| 152418 | 5/1/21 | *****6095 | Leilani S Gomez | **37.00** |
| 152419 | 5/1/21 | *****9325 | JOW & AAW, LLC | **1,546.00** |
| 152420 | 5/1/21 | *****6825 | A Classey Corp.<br>DBA: ACL Property Management | **2,105.00** |
| 152421 | 5/1/21 | *****9326 | Western Addition Apartments, LLC | **2,475.00** |
| 152422 | 5/1/21 | *****1636 | Jimmy Bhatia | **1,486.00** |
| 152423 | 5/1/21 | *****7759 | Michele Choi | **2,291.00** |
| 152424 | 5/1/21 | *****2361 | George Edward Cole | **1,254.00** |
| 152425 | 5/1/21 | *****5326 | Tyrone W. Duncan | **1,756.00** |
| 152426 | 5/1/21 | *****2979 | Mr. Donald Rhodes<br>C/O Paul Shatswell Estate | **1,483.00** |
| 152427 | 5/1/21 | *****7079 | Federal D Glover | **2,704.00** |
| 152428 | 5/1/21 | *****6137 | Guild Mortgage | **2,458.00** |
| 152429 | 5/1/21 | *****0348 | Hartz Property Management | **1,594.00** |
| 152430 | 5/1/21 | *****1057 | Diamond Hillside Apartments | **3,897.00** |
| 152431 | 5/1/21 | *****2959 | San Francisco Housing Authority | **2,183.43** |
| 152432 | 5/1/21 | *****0739 | Lisa M. Johnson | **160.76** |
| 152433 | 5/1/21 | *****0978 | King County Housing Authority | **1,075.35** |
| 152434 | 5/1/21 | *****4593 | Miaogen Lu | **2,657.00** |

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|---|---|---|---|---|---|---|
| | 152435 | 5/1/21 | *****3124 | Dante McDonald | | **1,127.00** |
| | 152436 | 5/1/21 | *****4305 | Darryl H. Milburn | | **2,046.00** |
| | 152437 | 5/1/21 | *****2593 | Ba Nguyen<br>Thu Thi Ngo | | **2,942.00** |
| | 152438 | 5/1/21 | *****9182 | Lorene Paysinger | | **1,816.00** |
| | 152439 | 5/1/21 | *****7243 | Linda Phon | | **1,483.00** |
| | 152441 | 5/1/21 | *****8651 | Zaoxin Rong | | **2,316.00** |
| | 152442 | 5/1/21 | *****7396 | Sierra Pacific Properties | | **1,760.00** |
| | 152443 | 5/1/21 | *****8705 | Khalid Sultan | | **1,446.00** |
| | 152444 | 5/1/21 | *****8191 | Albert S Tam | | **1,294.00** |
| | 152445 | 5/1/21 | *****5770 | Ventana Rental Homes | | **1,222.00** |
| | 152446 | 5/1/21 | *****3239 | Veritel Homes LLC | | **759.00** |
| | 152447 | 5/1/21 | *****1355 | San Marcos Villas | | **2,058.00** |
| | 152448 | 5/1/21 | *****9322 | Western Upper Haight Street Apartments, LLC | | **5,477.00** |
| * | 50121001 | 5/1/21 | *****4885 | Momin Raees | DD | **2,310.00** |
| * | 50122118 | 5/1/21 | *****3065 | Tasharie C. Ameral | DD - ES | **1,622.00** |
| | 50122119 | 5/1/21 | *****2626 | 9th Street Associates, LP | DD - ES | **5,806.00** |
| | 50122120 | 5/1/21 | *****0229 | Meerwais Abdiani | DD - ES | **926.00** |
| | 50122121 | 5/1/21 | *****8167 | ABJ Enterprises, Inc. dba Blue Line Property Management | DD - ES | **14,749.00** |
| | 50122122 | 5/1/21 | *****9050 | Leonda R Addison | DD - ES | **2,103.00** |
| | 50122123 | 5/1/21 | *****6232 | Rosario Aguilar | DD - ES | **841.00** |
| | 50122124 | 5/1/21 | *****5759 | Rosa Aguirre | DD - ES | **2,071.00** |
| | 50122125 | 5/1/21 | *****9530 | Demetrius Alexander | DD - ES | **1,758.00** |
| | 50122126 | 5/1/21 | *****5726 | Jane Alexander | DD - ES | **821.00** |
| | 50122127 | 5/1/21 | *****9681 | Dale Alvarez | DD - ES | **1,147.00** |
| | 50122129 | 5/1/21 | *****0104 | Cecilia Anderson | DD - ES | **2,643.00** |
| | 50122130 | 5/1/21 | *****9111 | Shawn Anderson | DD - ES | **2,162.00** |
| | 50122131 | 5/1/21 | *****5423 | Anisa Ebadi | DD - ES | **2,540.00** |
| | 50122132 | 5/1/21 | *****5951 | Stoneman Apartments | DD - ES | **31,106.00** |
| | 50122133 | 5/1/21 | *****5951 | Stoneman Apartments | DD - ES | **10,195.00** |
| | 50122134 | 5/1/21 | *****8701 | Mariteresa Arenson<br>c/o Select 1 Realty | DD - ES | **2,008.00** |
| | 50122135 | 5/1/21 | *****5002 | Ned Edward Atout | DD - ES | **1,597.00** |
| | 50122136 | 5/1/21 | *****0707 | Sergeant or Sima Austin | DD - ES | **1,148.00** |
| | 50122137 | 5/1/21 | *****4941 | Shruti Motilal Ba-Harani | DD - ES | **2,187.00** |
| | 50122138 | 5/1/21 | *****2764 | Mel L. Banagan | DD - ES | **1,714.00** |
| | 50122139 | 5/1/21 | *****4138 | Carlos G. Barraza | DD - ES | **820.00** |
| | 50122140 | 5/1/21 | *****3909 | Ken Bartlett | DD - ES | **1,861.00** |
| | 50122141 | 5/1/21 | *****7563 | John Charles Bautista | DD - ES | **1,942.00** |

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| | | | | | |
|---|---|---|---|---|---|
| 50122142 | 5/1/21 | *****3637 | Christine Becerra | DD - ES | **1,175.00** |
| 50122143 | 5/1/21 | *****5979 | John Bedford | DD - ES | **896.00** |
| 50122144 | 5/1/21 | *****9093 | Holly A Hawkins | DD - ES | **7,034.00** |
| 50122146 | 5/1/21 | *****8614 | Charles Bell and Camino Johnson-Bell | DD - ES | **1,815.00** |
| 50122147 | 5/1/21 | *****2521 | Belmont Apartments | DD - ES | **31,196.00** |
| 50122148 | 5/1/21 | *****2521 | Belmont Apartments | DD - ES | **30,212.00** |
| 50122149 | 5/1/21 | *****2521 | Belmont Apartments | DD - ES | **29,341.00** |
| 50122150 | 5/1/21 | *****2521 | Belmont Apartments | DD - ES | **2,615.00** |
| 50122151 | 5/1/21 | *****5996 | Alex Benjamen | DD - ES | **934.00** |
| 50122152 | 5/1/21 | *****6465 | Tennyson Berry | DD - ES | **1,643.00** |
| 50122153 | 5/1/21 | *****8634 | Bethel Global Development LLC | DD - ES | **1,933.00** |
| 50122154 | 5/1/21 | *****2209 | Gina Bhatia | DD - ES | **2,805.00** |
| 50122155 | 5/1/21 | *****7075 | Som N Bhatia | DD - ES | **3,815.00** |
| 50122156 | 5/1/21 | *****0602 | Pinakin Bhatt | DD - ES | **2,443.00** |
| 50122157 | 5/1/21 | *****8470 | Joseph B. Bachir | DD - ES | **1,605.00** |
| 50122158 | 5/1/21 | *****5924 | Steven Booras | DD - ES | **2,265.00** |
| 50122159 | 5/1/21 | *****1438 | 2018-2 IH Borrower LP | DD - ES | **2,114.00** |
| 50122160 | 5/1/21 | *****2439 | Rosie M Boyd | DD - ES | **2,580.00** |
| 50122161 | 5/1/21 | *****8847 | Victoria Boyko | DD - ES | **1,801.00** |
| 50122162 | 5/1/21 | *****3037 | Kelly Ann Bradford | DD - ES | **1,441.00** |
| 50122163 | 5/1/21 | *****7855 | Mariya Briggs | DD - ES | **3,851.25** |
| 50122164 | 5/1/21 | *****6215 | Janet Brown | DD - ES | **2,020.64** |
| 50122165 | 5/1/21 | *****7469 | Jessica G. Platt | DD - ES | **1,480.00** |
| 50122166 | 5/1/21 | *****9783 | Lauren H Brown | DD - ES | **1,768.00** |
| 50122167 | 5/1/21 | *****9954 | Blue Sapphire Homes, Inc. | DD - ES | **2,594.00** |
| 50122168 | 5/1/21 | *****2142 | Huong T. Bui | DD - ES | **4,200.00** |
| 50122171 | 5/1/21 | *****4042 | Donnell I. Carson | DD - ES | **1,863.00** |
| 50122172 | 5/1/21 | *****5079 | Castle Creek Company, Inc. | DD - ES | **1,521.00** |
| | | | Trust Account | | |
| 50122173 | 5/1/21 | *****6006 | Christopher Todd Chambers | DD - ES | **2,150.00** |
| 50122174 | 5/1/21 | *****6869 | Cora Ann Chambers | DD - ES | **745.00** |
| 50122175 | 5/1/21 | *****0398 | Kan Chuen Chan | DD - ES | **1,829.00** |
| 50122176 | 5/1/21 | *****5571 | P. M. Chaobal | DD - ES | **2,600.00** |
| 50122177 | 5/1/21 | *****9661 | Chao Chen | DD - ES | **1,153.00** |
| 50122178 | 5/1/21 | *****1853 | Hong Chen | DD - ES | **4,528.00** |
| 50122179 | 5/1/21 | *****8946 | Jienlin Chen | DD - ES | **4,316.00** |
| 50122180 | 5/1/21 | *****4714 | Wenhua Chen | DD - ES | **2,361.00** |
| 50122181 | 5/1/21 | *****5473 | Hwa-Yoong Chiu | DD - ES | **1,729.00** |
| 50122182 | 5/1/21 | *****3211 | Ada Choi | DD - ES | **2,556.00** |
| 50122183 | 5/1/21 | *****2454 | Chun Ok Choi | DD - ES | **3,487.00** |

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| | | | | | |
|---|---|---|---|---|---|
| 50122184 | 5/1/21 | *****0310 | City of Pittsburg Housing Authority | DD - ES | **4,563.00** |
| 50122185 | 5/1/21 | *****3591 | Juan F. Clara | DD - ES | **1,373.00** |
| 50122186 | 5/1/21 | *****1362 | College Park Housing Authority | DD - ES | **1,090.43** |
| 50122187 | 5/1/21 | *****9873 | Angel Contreras | DD - ES | **2,555.00** |
| 50122188 | 5/1/21 | *****1814 | Tonette Sharice Cooper | DD - ES | **2,631.00** |
| 50122189 | 5/1/21 | *****0855 | Adolph Rudolph Cortesi III | DD - ES | **1,670.00** |
| 50122190 | 5/1/21 | *****5708 | David Elmer Cortesi | DD - ES | **1,311.00** |
| 50122191 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **10,457.07** |
| 50122192 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **5,500.72** |
| 50122193 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **5,275.29** |
| 50122194 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **5,052.86** |
| 50122195 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **1,524.86** |
| 50122196 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **2,969.86** |
| 50122197 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **8,010.64** |
| 50122198 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **4,602.91** |
| 50122199 | 5/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **23,994.00** |
| 50122200 | 5/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **18,140.00** |
| 50122201 | 5/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **24,989.00** |
| 50122202 | 5/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **1,562.00** |
| 50122203 | 5/1/21 | *****6569 | Jeannette D. Crespo | DD - ES | **2,480.00** |
| 50122204 | 5/1/21 | *****7900 | Patricia Crosby | DD - ES | **1,664.00** |
| 50122205 | 5/1/21 | *****3327 | Jorge Robert Dagys Delevan<br>Catty Leticia Pajoluk | DD - ES | **2,030.00** |
| 50122206 | 5/1/21 | *****6248 | Justin Dailey | DD - ES | **1,509.00** |
| 50122207 | 5/1/21 | *****1622 | Dam Quang To | DD - ES | **2,721.00** |
| 50122208 | 5/1/21 | *****0793 | Danica J. French Evans | DD - ES | **1,706.00** |
| 50122209 | 5/1/21 | *****2963 | Audrey Davis | DD - ES | **1,464.00** |
| 50122210 | 5/1/21 | *****0396 | Kesha E. Davis | DD - ES | **1,091.00** |
| 50122211 | 5/1/21 | *****8929 | Kevin Davidson | DD - ES | **1,252.00** |
| 50122212 | 5/1/21 | *****4961 | Paulette Davis | DD - ES | **1,633.00** |
| 50122213 | 5/1/21 | *****6115 | Roshan M. Davis | DD - ES | **1,433.00** |
| 50122214 | 5/1/21 | *****9068 | Jagdeep or Shashi Dayal | DD - ES | **3,049.00** |
| 50122215 | 5/1/21 | *****2031 | Wayman Dea | DD - ES | **1,825.00** |
| 50122216 | 5/1/21 | *****8370 | Charles Dellamore | DD - ES | **1,850.00** |
| 50122217 | 5/1/21 | *****5882 | David De La Torre | DD - ES | **1,763.00** |
| 50122219 | 5/1/21 | *****1004 | Brigitte P. Doan | DD - ES | **8,427.00** |
| 50122220 | 5/1/21 | *****3531 | Anna Phuongnam Thi Do | DD - ES | **4,573.00** |
| 50122221 | 5/1/21 | *****9716 | JoAnn or Larry Domina | DD - ES | **1,427.00** |

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| | | | | | |
|---|---|---|---|---|---|
| 50122222 | 5/1/21 | *****5568 | Ester Coleman Dunlap | DD - ES | **2,273.00** |
| 50122223 | 5/1/21 | *****6538 | Linda Duong | DD - ES | **1,046.00** |
| 50122224 | 5/1/21 | *****3406 | Mercy Housing California XXXVIII<br>East Leland Court Apartments | DD - ES | **2,327.00** |
| 50122225 | 5/1/21 | *****0372 | Doris Engle Family Ltd Partnership<br>c/o Select 1 Realty | DD - ES | **1,313.00** |
| 50122226 | 5/1/21 | *****3757 | Alma B Espiritu | DD - ES | **1,730.00** |
| 50122227 | 5/1/21 | *****4023 | Johnathan Espinoza | DD - ES | **1,486.00** |
| 50122228 | 5/1/21 | *****8122 | Gerardo M. Esquivel | DD - ES | **1,154.00** |
| 50122229 | 5/1/21 | *****6027 | Jianxin Fang | DD - ES | **5,229.00** |
| 50122230 | 5/1/21 | *****1830 | Xiangfang Li | DD - ES | **2,547.00** |
| 50122231 | 5/1/21 | *****3602 | Favian M. Wong | DD - ES | **1,292.00** |
| 50122232 | 5/1/21 | *****3835 | Michael Mao<br>C/O Jing Feng | DD - ES | **1,821.00** |
| 50122233 | 5/1/21 | *****2790 | Barbara J. Fierner | DD - ES | **1,775.00** |
| 50122234 | 5/1/21 | *****9447 | Joseph Field | DD - ES | **1,143.00** |
| 50122235 | 5/1/21 | *****7691 | Hernan Roberto Figueroa | DD - ES | **1,468.00** |
| 50122236 | 5/1/21 | *****0962 | Tochia D. Brewster Fleeton | DD - ES | **1,452.00** |
| 50122237 | 5/1/21 | *****5773 | Alexander Flowers | DD - ES | **1,333.00** |
| 50122238 | 5/1/21 | *****4032 | Fox Creek Apartments | DD - ES | **25,487.00** |
| 50122239 | 5/1/21 | *****4032 | Fox Creek Apartments | DD - ES | **6,862.00** |
| 50122240 | 5/1/21 | *****0284 | Monica Fraga | DD - ES | **1,775.00** |
| 50122241 | 5/1/21 | *****6894 | Rejois O. Frazier or Leroy Myers | DD - ES | **3,671.00** |
| 50122243 | 5/1/21 | *****6265 | Mr. Darren Fuller | DD - ES | **1,491.00** |
| 50122244 | 5/1/21 | *****8997 | Fan Fuller | DD - ES | **74.00** |
| 50122245 | 5/1/21 | *****9634 | Gialene Gaines | DD - ES | **1,750.00** |
| 50122246 | 5/1/21 | *****9590 | Aminifu Gamba | DD - ES | **2,677.00** |
| 50122247 | 5/1/21 | *****2189 | Kelly Yu Min Gao | DD - ES | **2,800.00** |
| 50122248 | 5/1/21 | *****6981 | Adraine Gardner | DD - ES | **1,449.00** |
| 50122249 | 5/1/21 | *****4278 | Antoinette L Garcia | DD - ES | **1,212.00** |
| 50122250 | 5/1/21 | *****7036 | David Gardner | DD - ES | **3,407.00** |
| 50122251 | 5/1/21 | *****0785 | Rupesh Garg | DD - ES | **2,297.00** |
| 50122252 | 5/1/21 | *****2931 | William H. Gardiner | DD - ES | **2,204.00** |
| 50122253 | 5/1/21 | *****5111 | Gateway Apartments | DD - ES | **5,789.00** |
| 50122254 | 5/1/21 | *****5298 | Parvindokht Ghaboulidashti | DD - ES | **1,110.00** |
| 50122255 | 5/1/21 | *****1145 | Vernon or Eva Gholson | DD - ES | **2,631.00** |
| 50122256 | 5/1/21 | *****5958 | Jacqueline Gill | DD - ES | **1,486.00** |
| 50122257 | 5/1/21 | *****3566 | Mahavir Gill<br>Mahavir S Gill Sr | DD - ES | **5,140.00** |
| 50122258 | 5/1/21 | *****8187 | Sukpran Gill | DD - ES | **1,483.00** |
| 50122259 | 5/1/21 | *****6084 | Gold A and S LLC | DD - ES | **2,456.00** |
| 50122260 | 5/1/21 | *****6208 | Hadiya A Gomez | DD - ES | **1,148.00** |

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| 50122261 | 5/1/21 | *****3032 | Jesse Gonzaga | DD - ES | **2,474.00** |
| 50122262 | 5/1/21 | *****2367 | Ting Gong | DD - ES | **2,135.00** |
| 50122263 | 5/1/21 | *****6940 | Frances Greene | DD - ES | **2,800.00** |
| 50122264 | 5/1/21 | *****4872 | Rodney Green | DD - ES | **935.00** |
| 50122265 | 5/1/21 | *****3361 | Rupinder Grewal | DD - ES | **1,989.00** |
| 50122266 | 5/1/21 | *****7325 | Patricia Gridley | DD - ES | **760.50** |
| 50122267 | 5/1/21 | *****6305 | Italo Grossi | DD - ES | **1,595.00** |
| 50122268 | 5/1/21 | *****6721 | Amparo Guardado<br>Cesar Q. Guardado | DD - ES | **1,406.00** |
| 50122269 | 5/1/21 | *****0940 | Krystle Guan | DD - ES | **4,076.00** |
| 50122270 | 5/1/21 | *****5987 | Bob Gunson Real Estate<br>C/O Julie Hang | DD - ES | **1,292.00** |
| 50122271 | 5/1/21 | *****5267 | Abhilash Gupta | DD - ES | **3,128.00** |
| 50122272 | 5/1/21 | *****7930 | Donald R. Watson, Sr. | DD - ES | **1,177.12** |
| 50122273 | 5/1/21 | *****2314 | Nicole Hackett | DD - ES | **1,237.00** |
| 50122274 | 5/1/21 | *****6176 | Asharfun Nisha Hafiz | DD - ES | **1,597.00** |
| 50122275 | 5/1/21 | *****0457 | Jeffrey Paul Hagler | DD - ES | **5,743.00** |
| 50122276 | 5/1/21 | *****9827 | Delores Jane Hall | DD - ES | **1,712.00** |
| 50122277 | 5/1/21 | *****4299 | Clarence Jerome Hardison | DD - ES | **1,172.00** |
| 50122278 | 5/1/21 | *****6228 | David L Hart | DD - ES | **1,779.00** |
| 50122279 | 5/1/21 | *****1769 | Lawrence Harrold | DD - ES | **6,793.00** |
| 50122280 | 5/1/21 | *****7423 | Delta Hawaii Garden Apartments LLC | DD - ES | **6,589.00** |
| 50122281 | 5/1/21 | *****5859 | Chuanhu He | DD - ES | **1,911.00** |
| 50122282 | 5/1/21 | *****6728 | David T. Hennigan | DD - ES | **16,004.00** |
| 50122283 | 5/1/21 | *****3097 | Silvester C. Henderson | DD - ES | **3,674.00** |
| 50122284 | 5/1/21 | *****1603 | Marva Hill | DD - ES | **357.00** |
| 50122285 | 5/1/21 | *****6255 | Carl E. Hoard II | DD - ES | **544.00** |
| 50122286 | 5/1/21 | *****7386 | Hanh Huu Hoang | DD - ES | **2,803.00** |
| 50122287 | 5/1/21 | *****5654 | Havy S Hoag | DD - ES | **2,983.00** |
| 50122288 | 5/1/21 | *****4106 | Albert Ho | DD - ES | **1,746.00** |
| 50122289 | 5/1/21 | *****8576 | Joyce Ann Hoffman | DD - ES | **1,418.00** |
| 50122290 | 5/1/21 | *****4543 | Ronald G. Holmes | DD - ES | **1,635.00** |
| 50122291 | 5/1/21 | *****7987 | SRH Holdings LLC | DD - ES | **3,059.00** |
| 50122292 | 5/1/21 | *****2768 | Invitation Homes | DD - ES | **2,221.00** |
| 50122293 | 5/1/21 | *****5700 | Tony Ho | DD - ES | **1,542.00** |
| 50122294 | 5/1/21 | *****9956 | Cheng Huang | DD - ES | **2,794.00** |
| 50122295 | 5/1/21 | *****1535 | Fanny Kao Huang | DD - ES | **1,800.00** |
| 50122296 | 5/1/21 | *****8816 | Ming Zin Huang | DD - ES | **2,918.00** |
| 50122297 | 5/1/21 | *****7984 | Tao Huang | DD - ES | **6,574.00** |
| 50122298 | 5/1/21 | *****7838 | Xia Jing Huang | DD - ES | **2,617.00** |
| 50122299 | 5/1/21 | *****9084 | Nancy Xiu Zhen Hu | DD - ES | **1,796.00** |

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| 50122300 | 5/1/21 | *****6229 | Thinh Trieu Huynh | DD - ES | **2,400.00** |
| 50122301 | 5/1/21 | *****0778 | IGreen House Inc. | DD - ES | **1,018.00** |
| 50122302 | 5/1/21 | *****7951 | IH5 Property West LP | DD - ES | **3,245.00** |
| 50122303 | 5/1/21 | *****8323 | Keyee Investment LLC | DD - ES | **1,451.00** |
| 50122304 | 5/1/21 | *****1017 | LaShon D Irving | DD - ES | **1,991.00** |
| 50122305 | 5/1/21 | *****6821 | Michael or Kay Isola | DD - ES | **1,658.00** |
| 50122306 | 5/1/21 | *****4913 | Jabbarr Love | DD - ES | **1,778.00** |
| 50122307 | 5/1/21 | *****2036 | Brandi Jackson<br>c/o Perry Realty Team | DD - ES | **2,165.00** |
| 50122308 | 5/1/21 | *****1075 | Consuelo Marie Jackson | DD - ES | **2,431.00** |
| 50122309 | 5/1/21 | *****5120 | Deepika Sameer Jain | DD - ES | **4,829.00** |
| 50122310 | 5/1/21 | *****4910 | Sameer Jain | DD - ES | **5,920.00** |
| 50122311 | 5/1/21 | *****3307 | Vishal S. Jain | DD - ES | **1,403.00** |
| 50122312 | 5/1/21 | *****1349 | Jason Le | DD - ES | **2,512.00** |
| 50122313 | 5/1/21 | *****6917 | Jian Xing Zhang | DD - ES | **1,489.00** |
| 50122314 | 5/1/21 | *****3090 | Krystal Johnson | DD - ES | **1,942.00** |
| 50122315 | 5/1/21 | *****8569 | Ronita Johnson | DD - ES | **1,483.00** |
| 50122316 | 5/1/21 | *****8867 | James Jones | DD - ES | **1,503.00** |
| 50122317 | 5/1/21 | *****2434 | Sharon Jones | DD - ES | **1,937.00** |
| 50122318 | 5/1/21 | *****4905 | Mostaeen B Jouya | DD - ES | **2,856.00** |
| 50122319 | 5/1/21 | *****3526 | JPH Investment Trust | DD - ES | **2,800.00** |
| 50122320 | 5/1/21 | *****5647 | Om Parkash Kalra | DD - ES | **3,231.00** |
| 50122321 | 5/1/21 | *****8425 | Wei Kang | DD - ES | **5,195.00** |
| 50122322 | 5/1/21 | *****7429 | Navkirandeep Kaur | DD - ES | **2,397.00** |
| 50122323 | 5/1/21 | *****6180 | K. E. M. Group LLC | DD - ES | **1,830.00** |
| 50122324 | 5/1/21 | *****9411 | Anthony Keslinke | DD - ES | **1,482.00** |
| 50122325 | 5/1/21 | *****6230 | Kevin Moffett | DD - ES | **2,685.00** |
| 50122326 | 5/1/21 | *****2578 | Faraz Ali Khan | DD - ES | **1,436.00** |
| 50122327 | 5/1/21 | *****0839 | Alan  T. Kilpatrick | DD - ES | **328.00** |
| 50122328 | 5/1/21 | *****0888 | KW Kirker Creek, LLC | DD - ES | **3,015.00** |
| 50122329 | 5/1/21 | *****9221 | John N Kitta | DD - ES | **2,784.00** |
| 50122330 | 5/1/21 | *****7475 | Qi Yun Kuang | DD - ES | **6,299.00** |
| 50122331 | 5/1/21 | *****8506 | Simon Kailiang Kuang | DD - ES | **1,659.00** |
| 50122332 | 5/1/21 | *****9316 | Zdzislaw Kujawa | DD - ES | **1,335.00** |
| 50122333 | 5/1/21 | *****2585 | Daniel Kwan | DD - ES | **3,490.00** |
| 50122334 | 5/1/21 | *****8326 | Thomas LaFleur | DD - ES | **1,480.00** |
| 50122335 | 5/1/21 | *****7845 | Chow Kang Lam | DD - ES | **1,474.00** |
| 50122336 | 5/1/21 | *****6520 | Shirley Manly-Lampkin | DD - ES | **1,051.00** |
| 50122337 | 5/1/21 | *****6102 | Maria Lara | DD - ES | **1,608.00** |
| 50122338 | 5/1/21 | *****7975 | Peter C. Larsen | DD - ES | **1,454.00** |

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| 50122339 | 5/1/21 | *****2401 | Kevin Lassair<br>Terrilyn Lassair | DD - ES | **1,175.00** |
| 50122340 | 5/1/21 | *****4732 | Latif, LLC | DD - ES | **2,297.00** |
| 50122341 | 5/1/21 | *****2293 | LCSTAR, LLC | DD - ES | **4,693.00** |
| 50122342 | 5/1/21 | *****0984 | Dao Tran Le | DD - ES | **2,018.00** |
| 50122343 | 5/1/21 | *****8548 | Jack Wai Lee | DD - ES | **2,370.00** |
| 50122344 | 5/1/21 | *****1755 | Siu Wan Windytiti Lee | DD - ES | **2,232.00** |
| 50122345 | 5/1/21 | *****2527 | Steven Lee | DD - ES | **1,664.00** |
| 50122346 | 5/1/21 | *****5289 | Yuhjen Juang Lee | DD - ES | **1,854.00** |
| 50122347 | 5/1/21 | *****7087 | Huy Nguyen Le | DD - ES | **2,496.00** |
| 50122348 | 5/1/21 | *****1860 | Lena Le | DD - ES | **806.00** |
| 50122349 | 5/1/21 | *****3782 | Joseph C. Lerma | DD - ES | **1,431.00** |
| 50122350 | 5/1/21 | *****3555 | Yiping I. and Frederic Leroudier | DD - ES | **1,338.00** |
| 50122351 | 5/1/21 | *****3410 | John M. Leung | DD - ES | **6,463.00** |
| 50122352 | 5/1/21 | *****3743 | May Leung or Rodney Chen | DD - ES | **4,022.00** |
| 50122353 | 5/1/21 | *****2110 | Peter Leung | DD - ES | **2,499.00** |
| 50122354 | 5/1/21 | *****5185 | Fortunee Lichaa | DD - ES | **820.00** |
| 50122355 | 5/1/21 | *****3386 | James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments | DD - ES | **8,904.00** |
| 50122356 | 5/1/21 | *****0416 | Faqiang Li | DD - ES | **2,449.00** |
| 50122357 | 5/1/21 | *****8871 | Jie Li | DD - ES | **1,885.00** |
| 50122358 | 5/1/21 | *****7827 | Jinhuan Li | DD - ES | **1,505.00** |
| 50122359 | 5/1/21 | *****9346 | Joshua Li | DD - ES | **1,246.00** |
| 50122360 | 5/1/21 | *****2649 | Tim Lindstrom<br>c/o AAA Property Management | DD - ES | **1,119.00** |
| 50122361 | 5/1/21 | *****3881 | Vivian Y Li | DD - ES | **1,288.00** |
| 50122363 | 5/1/21 | *****0050 | Wei Min Li | DD - ES | **1,632.00** |
| 50122364 | 5/1/21 | *****9003 | Ying Hong Li | DD - ES | **712.00** |
| 50122365 | 5/1/21 | *****0198 | Belkis Zhong Li | DD - ES | **2,596.00** |
| 50122366 | 5/1/21 | *****1646 | Paul Long | DD - ES | **2,001.00** |
| 50122367 | 5/1/21 | *****1474 | Los Medanos Village Apartments | DD - ES | **15,020.00** |
| 50122368 | 5/1/21 | *****7531 | Tony or Yvonne Louie | DD - ES | **1,425.00** |
| 50122369 | 5/1/21 | *****3708 | Anthony Charles Loyola | DD - ES | **757.00** |
| 50122370 | 5/1/21 | *****7720 | Jose Loza | DD - ES | **883.00** |
| 50122371 | 5/1/21 | *****7378 | Marina Heights Apartments, LP | DD - ES | **17,311.00** |
| 50122372 | 5/1/21 | *****7378 | Marina Heights Apartments, LP | DD - ES | **17,376.00** |
| 50122373 | 5/1/21 | *****7378 | Marina Heights Apartments, LP | DD - ES | **14,014.00** |
| 50122374 | 5/1/21 | *****2354 | Andrew Kin Lui | DD - ES | **3,146.00** |
| 50122375 | 5/1/21 | *****4658 | Wei Liu<br>Guangxin Frank Liu | DD - ES | **1,901.00** |
| 50122376 | 5/1/21 | *****7843 | The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892) | DD - ES | **1,313.00** |

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| 50122377 | 5/1/21 | *****1821 | Curtis H. Lundberg | DD - ES | **555.00** |
| 50122378 | 5/1/21 | *****1494 | Xiangwen Lu | DD - ES | **4,965.00** |
| 50122379 | 5/1/21 | *****2147 | Chi Vien Ly | DD - ES | **2,165.00** |
| 50122380 | 5/1/21 | *****6525 | Madelyn Ann Massey<br>Trustee of the 2017 Massey Family Trust | DD - ES | **1,527.00** |
| 50122381 | 5/1/21 | *****5865 | Rakesh Madra | DD - ES | **3,152.00** |
| 50122382 | 5/1/21 | *****2191 | Radha Mahesram | DD - ES | **2,173.00** |
| 50122383 | 5/1/21 | *****7358 | Mahnoor Tariq | DD - ES | **2,462.00** |
| 50122384 | 5/1/21 | *****4372 | Jennifer Leung Ma | DD - ES | **3,661.00** |
| 50122385 | 5/1/21 | *****1989 | Jeff Mann | DD - ES | **7,070.00** |
| 50122386 | 5/1/21 | *****5378 | Glenn Marshall | DD - ES | **2,403.00** |
| 50122387 | 5/1/21 | *****2875 | Marla Y Harrison | DD - ES | **404.00** |
| 50122388 | 5/1/21 | *****4697 | Elisa Aurora Martinez | DD - ES | **2,680.00** |
| 50122389 | 5/1/21 | *****9206 | Demetria d Mason | DD - ES | **2,008.00** |
| 50122390 | 5/1/21 | *****9994 | Matthew Lui | DD - ES | **1,647.00** |
| 50122391 | 5/1/21 | *****6768 | Matrixone Realty | DD - ES | **1,036.00** |
| 50122393 | 5/1/21 | *****5255 | Helen McCarthy | DD - ES | **1,933.00** |
| 50122394 | 5/1/21 | *****6494 | Dorothy McDonald | DD - ES | **1,973.00** |
| 50122395 | 5/1/21 | *****1152 | Janice K McLean | DD - ES | **489.00** |
| 50122396 | 5/1/21 | *****4675 | Meadow Glen Apartments | DD - ES | **1,918.00** |
| 50122397 | 5/1/21 | *****9866 | Tatung Mei | DD - ES | **3,564.00** |
| 50122398 | 5/1/21 | *****5245 | Jinyu Meng | DD - ES | **1,653.00** |
| 50122399 | 5/1/21 | *****4885 | Sabine Menzel | DD - ES | **3,709.00** |
| 50122400 | 5/1/21 | *****0133 | Mercedes P. Johnson | DD - ES | **617.00** |
| 50122401 | 5/1/21 | *****8272 | Hector Meza | DD - ES | **1,622.00** |
| 50122402 | 5/1/21 | *****9885 | Andrew S Miloslavich | DD - ES | **1,648.00** |
| 50122403 | 5/1/21 | *****7437 | Perchak Properties for Carol Miller | DD - ES | **2,247.00** |
| 50122404 | 5/1/21 | *****4000 | Millennium Homes | DD - ES | **2,012.00** |
| 50122405 | 5/1/21 | *****9782 | Maryann Miller | DD - ES | **1,856.00** |
| 50122406 | 5/1/21 | *****2618 | Carlos J Miranda | DD - ES | **660.00** |
| 50122407 | 5/1/21 | *****0772 | Hassan Mirabedi | DD - ES | **7,781.00** |
| 50122408 | 5/1/21 | *****6741 | Gwendolyn Mitchell | DD - ES | **3,283.00** |
| 50122409 | 5/1/21 | *****0985 | Rodney Montgomery<br>or Sharon Montgomery | DD - ES | **1,655.00** |
| 50122410 | 5/1/21 | *****4676 | Erik L Morris | DD - ES | **1,874.00** |
| 50122411 | 5/1/21 | *****3624 | Diane Morin | DD - ES | **1,990.00** |
| 50122412 | 5/1/21 | *****3642 | Eva Munn | DD - ES | **1,160.00** |
| 50122413 | 5/1/21 | *****8820 | Brien Brothers, LLC<br>C/O Mynd Management, IC. | DD - ES | **746.00** |
| 50122414 | 5/1/21 | *****1388 | Mynd Management Inc, | DD - ES | **4,220.00** |
| 50122415 | 5/1/21 | *****0105 | Ehsan Nabkel | DD - ES | **3,552.00** |
| 50122416 | 5/1/21 | *****9276 | Fariba Naji | DD - ES | **889.00** |

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| 50122417 | 5/1/21 | *****6234 | Shinder Paul Narabut | DD - ES | **7,197.00** |
| 50122418 | 5/1/21 | *****0054 | NC Associates, Inc. | DD - ES | **15,894.00** |
| 50122419 | 5/1/21 | *****9180 | Michael Nelson | DD - ES | **2,938.00** |
| 50122420 | 5/1/21 | *****5257 | Guy Nesbeth | DD - ES | **1,741.00** |
| 50122421 | 5/1/21 | *****1072 | Dominic Y Ng | DD - ES | **2,980.00** |
| 50122422 | 5/1/21 | *****3604 | Knowland Ging Ng | DD - ES | **4,425.00** |
| 50122423 | 5/1/21 | *****8594 | Patrick Ng<br>Mike Perry, Property Manager | DD - ES | **1,206.00** |
| 50122424 | 5/1/21 | *****0738 | Hieu Nguyen | DD - ES | **1,642.00** |
| 50122425 | 5/1/21 | *****7154 | Huy Quang Nguyen | DD - ES | **2,162.00** |
| 50122426 | 5/1/21 | *****8307 | Mai Thi Thanh Nguyen | DD - ES | **1,925.00** |
| 50122427 | 5/1/21 | *****4366 | Quyen Nguyen | DD - ES | **1,857.00** |
| 50122428 | 5/1/21 | *****8241 | Tieu Nguyen | DD - ES | **800.00** |
| 50122429 | 5/1/21 | *****2660 | Nichole Nicholson | DD - ES | **2,500.00** |
| 50122430 | 5/1/21 | *****7265 | Ernest Nichols III | DD - ES | **3,323.00** |
| 50122431 | 5/1/21 | *****6497 | Peter Niloufari | DD - ES | **5,190.00** |
| 50122433 | 5/1/21 | *****8129 | Kevin Nord | DD - ES | **1,690.00** |
| 50122434 | 5/1/21 | *****0056 | Richard A Norte | DD - ES | **1,772.00** |
| 50122435 | 5/1/21 | *****2286 | North State Financial, Inc. | DD - ES | **1,094.00** |
| 50122436 | 5/1/21 | *****7171 | New Way Management Services, Inc. | DD - ES | **22,970.00** |
| 50122437 | 5/1/21 | *****0056 | Sheryl O'Brien | DD - ES | **882.00** |
| 50122438 | 5/1/21 | *****1194 | Jennifer Odei | DD - ES | **1,434.00** |
| 50122439 | 5/1/21 | *****5572 | Dwight J Owens | DD - ES | **643.00** |
| 50122440 | 5/1/21 | *****1780 | Diane Oles | DD - ES | **2,055.00** |
| 50122441 | 5/1/21 | *****4543 | Esosa A. Omokaro | DD - ES | **940.00** |
| 50122442 | 5/1/21 | *****0588 | Orange County Housing Authority<br>Orange County Housing Authority | DD - ES | **3,893.86** |
| 50122443 | 5/1/21 | *****3741 | Sandra L Ortiz | DD - ES | **1,766.00** |
| 50122444 | 5/1/21 | *****1081 | Chinenye Osuagwu | DD - ES | **2,582.00** |
| 50122445 | 5/1/21 | *****9139 | Olubukola Amoke Oyebade | DD - ES | **2,427.00** |
| 50122446 | 5/1/21 | *****3324 | Mutlu Ozer | DD - ES | **1,944.00** |
| 50122447 | 5/1/21 | *****6009 | Diablo Pacific, Inc. | DD - ES | **3,297.00** |
| 50122448 | 5/1/21 | *****4083 | Pacific Living, LLC | DD - ES | **2,622.00** |
| 50122449 | 5/1/21 | *****7811 | Hemangini & Vijendra Patel | DD - ES | **2,522.00** |
| 50122450 | 5/1/21 | *****0885 | Kokila Patel | DD - ES | **842.00** |
| 50122451 | 5/1/21 | *****0346 | Patiala, LLC<br>Deepinder Kaur or Ajay Singh | DD - ES | **2,034.00** |
| 50122452 | 5/1/21 | *****8684 | Virendra M. Patel | DD - ES | **80.00** |
| 50122453 | 5/1/21 | *****8047 | Jason Pauline | DD - ES | **1,760.00** |
| 50122454 | 5/1/21 | *****3189 | Loycell Peacock | DD - ES | **1,695.00** |
| 50122455 | 5/1/21 | *****5165 | Scott Pease | DD - ES | **1,735.00** |
| 50122456 | 5/1/21 | *****8805 | Alonso R. Perez | DD - ES | **1,489.00** |

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| | | | | | |
|---|---|---|---|---|---|
| 50122457 | 5/1/21 | *****3278 | Maria Del Carmen Perez | DD - ES | **603.00** |
| 50122458 | 5/1/21 | *****6784 | Lowde Y. Perkins | DD - ES | **916.00** |
| 50122459 | 5/1/21 | *****4893 | Cong Thi Pham | DD - ES | **2,968.00** |
| 50122460 | 5/1/21 | *****5884 | May K. Pho | DD - ES | **3,008.00** |
| 50122461 | 5/1/21 | *****0958 | Pittsburg Park Apartments | DD - ES | **2,954.00** |
| 50122462 | 5/1/21 | *****2744 | SK Pittsburg Bay Point<br>SK Pittsburg Bay Point | DD - ES | **1,458.00** |
| 50122463 | 5/1/21 | *****1097 | Bay Point Orphans Fund, LLC | DD - ES | **1,712.00** |
| 50122464 | 5/1/21 | *****7605 | Portofino Apartments | DD - ES | **13,521.00** |
| 50122465 | 5/1/21 | *****8826 | Prime Metropolis Properties, Inc. | DD - ES | **5,417.00** |
| 50122466 | 5/1/21 | *****2849 | IH5 Property West LP | DD - ES | **2,477.00** |
| 50122467 | 5/1/21 | *****3398 | Marples Property Management | DD - ES | **1,700.00** |
| 50122468 | 5/1/21 | *****4650 | A. Meadows Property Management | DD - ES | **3,293.00** |
| 50122469 | 5/1/21 | *****6551 | Parks Properties | DD - ES | **1,726.00** |
| 50122470 | 5/1/21 | *****7789 | Stokley Properties LLC Harbor | DD - ES | **3,174.00** |
| 50122471 | 5/1/21 | *****8055 | Property Upsurge, Inc. | DD - ES | **4,075.00** |
| 50122472 | 5/1/21 | *****0782 | Amjad Qaqish | DD - ES | **738.00** |
| 50122473 | 5/1/21 | *****9542 | Sam or Sonia Quinones | DD - ES | **1,800.00** |
| 50122474 | 5/1/21 | *****4029 | Amos Radford | DD - ES | **1,387.00** |
| 50122475 | 5/1/21 | *****1034 | Kuljit P Raju | DD - ES | **2,167.00** |
| 50122476 | 5/1/21 | *****2261 | Paramjit K. Raju | DD - ES | **3,054.00** |
| 50122477 | 5/1/21 | *****3452 | Christopher Ramirez | DD - ES | **2,831.00** |
| 50122478 | 5/1/21 | *****8489 | Enrique or Stacy Ramirez | DD - ES | **1,177.00** |
| 50122479 | 5/1/21 | *****2162 | Erika Ramirez | DD - ES | **1,797.00** |
| 50122481 | 5/1/21 | *****2283 | Rohini Ram-Cline | DD - ES | **1,957.00** |
| 50122482 | 5/1/21 | *****6068 | David Raughton | DD - ES | **1,831.00** |
| 50122483 | 5/1/21 | *****8337 | RayCaro Inc. | DD - ES | **2,594.00** |
| 50122484 | 5/1/21 | *****8227 | Croskey Real Estate, Inc. | DD - ES | **1,605.00** |
| 50122485 | 5/1/21 | *****6703 | Amerasia Real Estate Fund LLC | DD - ES | **3,891.00** |
| 50122486 | 5/1/21 | *****7083 | Reliant - Woods Grove, LP | DD - ES | **17,051.00** |
| 50122487 | 5/1/21 | *****7349 | Eric Franklin Remson | DD - ES | **538.00** |
| 50122488 | 5/1/21 | *****9215 | Kameryn Victoria Ray | DD - ES | **2,234.00** |
| 50122489 | 5/1/21 | *****9321 | Roger Riley | DD - ES | **1,901.00** |
| 50122490 | 5/1/21 | *****4562 | Rising Investments LLC | DD - ES | **6,588.00** |
| 50122491 | 5/1/21 | *****4809 | Robert W. Daniels | DD - ES | **2,679.00** |
| 50122492 | 5/1/21 | *****0694 | Jason Ruffin | DD - ES | **2,854.00** |
| 50122493 | 5/1/21 | *****4579 | Elvira Ruiz | DD - ES | **1,746.00** |
| 50122494 | 5/1/21 | *****5248 | Constance Russell | DD - ES | **2,082.00** |
| 50122495 | 5/1/21 | *****8536 | Ms. Meuy Saelee | DD - ES | **2,891.00** |
| 50122496 | 5/1/21 | *****3871 | Maridel P Santos | DD - ES | **1,438.00** |
| 50122497 | 5/1/21 | *****7615 | Gregory Paul Schulz | DD - ES | **2,000.00** |

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| | | | | | |
|---|---|---|---|---|---|
| 50122498 | 5/1/21 | *****9954 | Richard M. Sciortino | DD - ES | **2,284.00** |
| 50122499 | 5/1/21 | *****7031 | Jacqueline Selinger | DD - ES | **1,438.00** |
| 50122500 | 5/1/21 | *****5346 | Young Sook Seroy | DD - ES | **1,314.00** |
| 50122501 | 5/1/21 | *****1446 | Mohinder Sharma | DD - ES | **1,007.00** |
| 50122502 | 5/1/21 | *****7239 | Shailesh & Bela Patel | DD - ES | **871.00** |
| 50122503 | 5/1/21 | *****1357 | Mohammad Shekib | DD - ES | **1,942.00** |
| 50122504 | 5/1/21 | *****5981 | Yihui Shi | DD - ES | **1,535.00** |
| 50122505 | 5/1/21 | *****5994 | Shorten Investments LLC | DD - ES | **5,455.00** |
| 50122506 | 5/1/21 | *****7396 | Sierra Pacific Properties Inc<br>Sierra Pacific Properties Inc | DD - ES | **9,309.00** |
| 50122507 | 5/1/21 | *****7789 | Siena Court Apartments | DD - ES | **14,548.00** |
| 50122508 | 5/1/21 | *****7396 | Sierra Pacific Properties<br>Peppertree Apartments | DD - ES | **4,505.00** |
| 50122509 | 5/1/21 | *****7396 | Sierra Pacific Properties<br>Woodland Hills Apartments | DD - ES | **23,752.00** |
| 50122510 | 5/1/21 | *****6650 | Frank M. Siino | DD - ES | **982.00** |
| 50122511 | 5/1/21 | *****8035 | Joseph Michael Siino | DD - ES | **1,527.00** |
| 50122512 | 5/1/21 | *****5399 | Gloria Silva | DD - ES | **739.00** |
| 50122513 | 5/1/21 | *****8407 | Marc J. Simpson | DD - ES | **1,688.00** |
| 50122514 | 5/1/21 | *****3639 | Raman Singh | DD - ES | **2,628.00** |
| 50122515 | 5/1/21 | *****6058 | Son Singh | DD - ES | **1,498.00** |
| 50122516 | 5/1/21 | *****0700 | Crystal Situ | DD - ES | **1,270.00** |
| 50122517 | 5/1/21 | *****3853 | Lakesha Michelle Smith<br>Lionel R Smith | DD - ES | **1,975.00** |
| 50122518 | 5/1/21 | *****4970 | Molly Smith | DD - ES | **1,898.00** |
| 50122519 | 5/1/21 | *****9092 | Sherritta M Smith | DD - ES | **945.00** |
| 50122520 | 5/1/21 | *****2032 | Cinthia Sosa | DD - ES | **1,630.00** |
| 50122521 | 5/1/21 | *****6977 | Angela E. Robinson-Spencer | DD - ES | **2,131.00** |
| 50122523 | 5/1/21 | *****5343 | Deborah Steppe | DD - ES | **1,784.00** |
| 50122524 | 5/1/21 | *****5308 | R R Rentals | DD - ES | **1,800.00** |
| 50122526 | 5/1/21 | *****8216 | Abby Sukarto | DD - ES | **4,127.00** |
| 50122527 | 5/1/21 | *****1808 | Jezzy Sukaemi | DD - ES | **2,564.00** |
| 50122528 | 5/1/21 | *****7479 | Ms. Li Su | DD - ES | **1,524.00** |
| 50122529 | 5/1/21 | *****8534 | Suma Aryaei | DD - ES | **2,652.00** |
| 50122530 | 5/1/21 | *****1235 | Summit Venture Group, LLC | DD - ES | **2,701.00** |
| 50122531 | 5/1/21 | *****6168 | Kamaljeet Surila | DD - ES | **1,754.00** |
| 50122532 | 5/1/21 | *****0399 | Joyce Hui Sy | DD - ES | **6,605.00** |
| 50122533 | 5/1/21 | *****1242 | Hamed Tafaghodi<br>Alexis Tafaghodi | DD - ES | **1,066.00** |
| 50122534 | 5/1/21 | *****6283 | Yun Teng<br>Weijie Zhang | DD - ES | **1,753.00** |
| 50122535 | 5/1/21 | *****9166 | Ms. Natasha Terry | DD - ES | **2,675.00** |

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|---|---|---|---|---|---|
| 50122536 | 5/1/21 | *****2164 | Quyen Minh Thai | DD - ES | **2,875.00** |
| 50122537 | 5/1/21 | *****9314 | Silvia Thein and Ada Choi | DD - ES | **2,053.00** |
| 50122538 | 5/1/21 | *****7191 | Tequila Nashannon Thornton | DD - ES | **2,654.00** |
| 50122539 | 5/1/21 | *****4049 | ChingJen Tong | DD - ES | **1,836.00** |
| 50122540 | 5/1/21 | *****1714 | Yoway Wilson Tong | DD - ES | **1,486.00** |
| 50122541 | 5/1/21 | *****1405 | Lourdes or Raymond Tovar | DD - ES | **1,639.00** |
| 50122542 | 5/1/21 | *****2094 | Raphael Minhtuyen Tran | DD - ES | **3,025.00** |
| 50122543 | 5/1/21 | *****8623 | Richard Tran | DD - ES | **2,783.00** |
| 50122544 | 5/1/21 | *****1327 | Thuy Tran | DD - ES | **1,145.00** |
| 50122545 | 5/1/21 | *****6165 | Thanh Van Trinh | DD - ES | **1,422.00** |
| 50122546 | 5/1/21 | *****5313 | Sean Thuyet Truong | DD - ES | **1,094.00** |
| 50122547 | 5/1/21 | *****9321 | Van Truong | DD - ES | **1,762.00** |
| 50122548 | 5/1/21 | *****6917 | Erica Uschold | DD - ES | **2,583.00** |
| 50122549 | 5/1/21 | *****2907 | Frank Lokeni Uu<br>Martha Jauregui Morales | DD - ES | **1,275.00** |
| 50122550 | 5/1/21 | *****4582 | Lidia Valladares | DD - ES | **1,169.00** |
| 50122551 | 5/1/21 | *****0250 | Victor D Valenzuela | DD - ES | **1,498.00** |
| 50122552 | 5/1/21 | *****3371 | Gary D. Vasconcellos | DD - ES | **1,430.00** |
| 50122553 | 5/1/21 | *****8457 | Sareena Lata Velu | DD - ES | **1,564.00** |
| 50122554 | 5/1/21 | *****5310 | Azell Vickers | DD - ES | **1,368.00** |
| 50122555 | 5/1/21 | *****9682 | Nuno G Vieira | DD - ES | **4,328.00** |
| 50122556 | 5/1/21 | *****7391 | Kim Uyen Minh Vu | DD - ES | **1,026.00** |
| 50122557 | 5/1/21 | *****2720 | Stephen Cordell Wafer | DD - ES | **1,205.00** |
| 50122558 | 5/1/21 | *****6924 | Lining Wan | DD - ES | **2,418.00** |
| 50122559 | 5/1/21 | *****6945 | Wei Wang | DD - ES | **2,032.00** |
| 50122560 | 5/1/21 | *****1634 | Yu Ruo Wang | DD - ES | **1,781.00** |
| 50122561 | 5/1/21 | *****5502 | Mildred Lucille Washington | DD - ES | **1,996.00** |
| 50122563 | 5/1/21 | *****4384 | Wenying Chang | DD - ES | **3,422.00** |
| 50122564 | 5/1/21 | *****5295 | Holly Wen | DD - ES | **651.00** |
| 50122565 | 5/1/21 | *****4908 | Lewis White & Ruth White<br>Elma Ruth White | DD - ES | **4,902.00** |
| 50122566 | 5/1/21 | *****7867 | Ms Adrienne Wilson<br>C/O Gabe Essoe | DD - ES | **1,954.00** |
| 50122567 | 5/1/21 | *****5057 | Kathleen and John Wilson | DD - ES | **936.00** |
| 50122568 | 5/1/21 | *****8702 | Kathy D. Williams | DD - ES | **2,500.00** |
| 50122569 | 5/1/21 | *****5480 | Tasia La Vonda Williams | DD - ES | **2,444.00** |
| 50122570 | 5/1/21 | *****5026 | Windeler Development Group, Inc. | DD - ES | **999.00** |
| 50122571 | 5/1/21 | *****1157 | Har Pan Wong | DD - ES | **7,188.00** |
| 50122572 | 5/1/21 | *****6356 | Joanne Wong | DD - ES | **1,522.00** |
| 50122573 | 5/1/21 | *****1060 | Kinney Ming Wong | DD - ES | **508.00** |
| 50122574 | 5/1/21 | *****2784 | Vincent Wong | DD - ES | **1,818.00** |

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|---|---|---|---|---|---|
| 50122575 | 5/1/21 | *****3962 | Hong Wu | DD - ES | **3,740.00** |
| 50122576 | 5/1/21 | *****3698 | Zhang Jin Wu | DD - ES | **2,701.00** |
| 50122577 | 5/1/21 | *****2556 | Drewcillia Wyatt | DD - ES | **2,315.00** |
| 50122578 | 5/1/21 | *****2651 | Sheree Wynn | DD - ES | **2,195.00** |
| 50122579 | 5/1/21 | *****5388 | Jian Ai Xuan | DD - ES | **1,781.00** |
| 50122580 | 5/1/21 | *****4644 | Chao Xu | DD - ES | **2,656.00** |
| 50122581 | 5/1/21 | *****3880 | Ping Ping Xu<br>Keming Wang | DD - ES | **2,803.00** |
| 50122582 | 5/1/21 | *****5087 | Zhou Xu | DD - ES | **2,853.00** |
| 50122583 | 5/1/21 | *****4383 | Yifan Ye<br>Mike Perry, Property Manager | DD - ES | **2,563.00** |
| 50122584 | 5/1/21 | *****6779 | Sally Yip | DD - ES | **753.00** |
| 50122585 | 5/1/21 | *****6210 | Yong Qiang Lu | DD - ES | **1,778.00** |
| 50122586 | 5/1/21 | *****6178 | Chris Kui You | DD - ES | **2,378.00** |
| 50122587 | 5/1/21 | *****7622 | Yee Yue Cheung | DD - ES | **1,319.00** |
| 50122588 | 5/1/21 | *****8664 | Mohammad Zalmaiyar | DD - ES | **2,455.00** |
| 50122589 | 5/1/21 | *****8685 | Feng Zhang | DD - ES | **2,726.00** |
| 50122590 | 5/1/21 | *****7638 | Jielu Zhao | DD - ES | **1,341.00** |
| 50122591 | 5/1/21 | *****2407 | Katherine Zhao | DD - ES | **2,292.00** |
| 50122592 | 5/1/21 | *****2940 | Wei Bin Zhang or Gao Wei | DD - ES | **1,749.00** |
| 50122593 | 5/1/21 | *****3259 | Xirong Zhao | DD - ES | **1,795.00** |
| 50122594 | 5/1/21 | *****4367 | Xiang Yang Zheng | DD - ES | **1,848.00** |
| 50122595 | 5/1/21 | *****9263 | Zhixing Li | DD - ES | **2,441.00** |
| 50122596 | 5/1/21 | *****3830 | Joy Yi Zhou | DD - ES | **2,368.00** |
| 50122597 | 5/1/21 | *****7805 | Shengguo Zhu | DD - ES | **5,365.00** |
| 50122598 | 5/1/21 | *****6132 | Ying Zhu<br>Ying Zhu | DD - ES | **5,081.00** |
| 50122599 | 5/1/21 | *****4651 | Weijie Zhang | DD - ES | **1,023.00** |

**Housing Choice Voucher**

| | |
|---|---|
| HAP | 1,527,443.05 |
| UR | 9,204.20 |
| Damage Claim | 0.00 |
| Vacancy Claim | 0.00 |
| Administrative Fee | 2,295.28 |
| FSS Escrow Account | 0.00 |
| Shelter Plus Security Deposit | 0.00 |
| Other | 160.76 |
| **All Payments** | **$1,539,103.29** |

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# Check Summary

May 1, 2021

| Check Number | Check Date | Payee Tax ID | Payee | | Amount |
|---|---|---|---|---|---|
| **VASH** | | | | | |
| 152331 | 5/1/21 | *****2062 | John M Ferguson | | **71.00** |
| 152343 | 5/1/21 | *****5735 | Michael Wimmer | | **116.00** |
| 152355 | 5/1/21 | *****9543 | Steven Williamson | | **52.00** |
| 152358 | 5/1/21 | *****7845 | Troy Mills | | **29.00** |
| 152419 | 5/1/21 | *****9325 | JOW & AAW, LLC | | **-1,546.00** |
| 152421 | 5/1/21 | *****9326 | Western Addition Apartments, LLC | | **1,483.00** |
| 152422 | 5/1/21 | *****1636 | Jimmy Bhatia | | **1,180.00** |
| 152424 | 5/1/21 | *****2361 | George Edward Cole | | **1,267.00** |
| 152440 | 5/1/21 | *****2116 | MSR Rental Properties, LLC<br>C/O EEN Property Management | | **1,700.00** |
| 50122128 | 5/1/21 | *****4636 | Felipe Amarante | DD - ES | **1,487.00** |
| 50122140 | 5/1/21 | *****3909 | Ken Bartlett | DD - ES | **1,747.00** |
| 50122145 | 5/1/21 | *****7492 | Adrienne Kelly Belton | DD - ES | **955.00** |
| 50122155 | 5/1/21 | *****7075 | Som N Bhatia | DD - ES | **751.00** |
| 50122169 | 5/1/21 | *****8860 | Joe Burns | DD - ES | **1,073.00** |
| 50122170 | 5/1/21 | *****2513 | Clara Beatriz Cardenas | DD - ES | **1,500.00** |
| 50122191 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **6,561.30** |
| 50122192 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **7,509.58** |
| 50122193 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **9,053.58** |
| 50122194 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **6,541.44** |
| 50122195 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **10,898.52** |
| 50122196 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **9,852.29** |
| 50122197 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **8,965.50** |
| 50122198 | 5/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **9,187.34** |
| 50122199 | 5/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **3,913.00** |
| 50122200 | 5/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **7,016.00** |
| 50122201 | 5/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **5,689.00** |
| 50122202 | 5/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **1,173.00** |
| 50122218 | 5/1/21 | *****9507 | Olga M. Disney | DD - ES | **1,181.00** |
| 50122224 | 5/1/21 | *****3406 | Mercy Housing California XXXVIII<br>East Leland Court Apartments | DD - ES | **600.00** |
| 50122239 | 5/1/21 | *****4032 | Fox Creek Apartments | DD - ES | **789.00** |

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|---|---|---|---|---|---|
| 50122242 | 5/1/21 | *****4432 | FFR Investments LLC | DD - ES | **1,826.00** |
| 50122253 | 5/1/21 | *****5111 | Gateway Apartments | DD - ES | **3,413.00** |
| 50122271 | 5/1/21 | *****5267 | Abhilash Gupta | DD - ES | **1,729.00** |
| 50122282 | 5/1/21 | *****6728 | David T. Hennigan | DD - ES | **3,269.00** |
| 50122350 | 5/1/21 | *****3555 | Yiping I. and Frederic Leroudier | DD - ES | **2,472.00** |
| 50122355 | 5/1/21 | *****3386 | James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments | DD - ES | **1,142.00** |
| 50122362 | 5/1/21 | *****1547 | Paul Livson | DD - ES | **5,235.00** |
| 50122371 | 5/1/21 | *****7378 | Marina Heights Apartments, LP | DD - ES | **4,330.00** |
| 50122372 | 5/1/21 | *****7378 | Marina Heights Apartments, LP | DD - ES | **2,801.00** |
| 50122373 | 5/1/21 | *****7378 | Marina Heights Apartments, LP | DD - ES | **1,103.00** |
| 50122378 | 5/1/21 | *****1494 | Xiangwen Lu | DD - ES | **4,841.00** |
| 50122392 | 5/1/21 | *****2242 | James McDonald | DD - ES | **1,500.00** |
| 50122432 | 5/1/21 | *****9886 | Northstar Financial Group, LLC | DD - ES | **1,876.00** |
| 50122480 | 5/1/21 | *****7228 | Ramsey Horton | DD - ES | **1,974.00** |
| 50122485 | 5/1/21 | *****6703 | Amerasia Real Estate Fund LLC | DD - ES | **2,843.00** |
| 50122486 | 5/1/21 | *****7083 | Reliant - Woods Grove, LP | DD - ES | **3,631.00** |
| 50122506 | 5/1/21 | *****7396 | Sierra Pacific Properties Inc<br>Sierra Pacific Properties Inc | DD - ES | **4,176.00** |
| 50122507 | 5/1/21 | *****7789 | Siena Court Apartments | DD - ES | **1,161.00** |
| 50122508 | 5/1/21 | *****7396 | Sierra Pacific Properties<br>Peppertree Apartments | DD - ES | **2,430.00** |
| 50122509 | 5/1/21 | *****7396 | Sierra Pacific Properties<br>Woodland Hills Apartments | DD - ES | **1,893.00** |
| 50122522 | 5/1/21 | *****3465 | Ramzi D Srouji | DD - ES | **1,958.00** |
| 50122525 | 5/1/21 | *****0437 | Suisun City Housing Authority | DD - ES | **1,413.67** |
| 50122542 | 5/1/21 | *****2094 | Raphael Minhtuyen Tran | DD - ES | **1,713.00** |
| 50122562 | 5/1/21 | *****4563 | Isidoro Weitzman | DD - ES | **1,957.00** |
| 50122565 | 5/1/21 | *****4908 | Lewis White & Ruth White<br>Elma Ruth White | DD - ES | **1,553.00** |

**VASH**

| | |
|---|---|
| HAP | 158,607.00 |
| UR | 276.00 |
| Damage Claim | 0.00 |
| Vacancy Claim | 0.00 |
| Administrative Fee | 4,152.22 |
| FSS Escrow Account | 0.00 |
| Shelter Plus Security Deposit | 0.00 |
| Other | 0.00 |
| **All Payments** | **$163,035.22** |

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**Grand Total**

| | |
|---|---|
| HAP | 1,686,050.05 |
| UR | 9,480.20 |
| Damage Claim | 0.00 |
| Vacancy Claim | 0.00 |
| Administrative Fee | 6,447.50 |
| FSS Escrow Account | 0.00 |
| Shelter Plus Security Deposit | 0.00 |
| Other | 160.76 |
| **All Payments** | **$1,702,138.51** |

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# Check Summary

May 15, 2021

| | Check Number | Check Date | Payee Tax ID | Payee | | Amount |
|---|---|---|---|---|---|---|
| **Housing Choice Voucher** | | | | | | |
| * | 152449 | 5/15/21 | *****3594 | Isaiah A Reed | | **114.00** |
| | 152450 | 5/15/21 | *****6519 | Krystal M Williams | | **118.00** |
| | 152451 | 5/15/21 | *****5994 | Shamia L Patterson | | **355.00** |
| | 152452 | 5/15/21 | *****2361 | George Edward Cole | | **802.00** |
| * | 51521001 | 5/15/21 | *****7139 | Amitabh Agrawal | DD - ES | **4,671.00** |
| | 51521002 | 5/15/21 | *****2521 | Belmont Apartments | DD - ES | **0.00** |
| | 51521003 | 5/15/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **1,063.43** |
| | 51521008 | 5/15/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **84.00** |
| | 51521010 | 5/15/21 | *****3410 | John M. Leung | DD - ES | **625.00** |
| | 51521011 | 5/15/21 | *****7171 | New Way Management Services, Inc. | DD - ES | **0.00** |
| | 51521012 | 5/15/21 | *****7083 | Reliant - Woods Grove, LP | DD - ES | **2,478.00** |
| | 51521013 | 5/15/21 | *****2032 | Cinthia Sosa | DD - ES | **3,910.00** |
| | 51521014 | 5/15/21 | *****0804 | Svetlana Kondratiouk | DD - ES | **3,547.00** |
| | 51521015 | 5/15/21 | *****2907 | Frank Lokeni Uu<br>Martha Jauregui Morales | DD - ES | **3,016.00** |
| | 51521016 | 5/15/21 | *****1157 | Har Pan Wong | DD - ES | **387.00** |

| | | |
|---|---|---|
| **Housing Choice Voucher** | HAP | 20,506.00 |
| | UR | 587.00 |
| | Damage Claim | 0.00 |
| | Vacancy Claim | 0.00 |
| | Administrative Fee | 77.43 |
| | FSS Escrow Account | 0.00 |
| | Shelter Plus Security Deposit | 0.00 |
| | Other | 0.00 |
| | **All Payments** | **$21,170.43** |

# Check Summary

May 15, 2021

| | Check Number | Check Date | Payee Tax ID | Payee | | Amount |
|---|---|---|---|---|---|---|
| **VASH** | | | | | | |
| | 51521003 | 5/15/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **16,253.01** |

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| | | | | | |
|---|---|---|---|---|---|
| 51521004 | 5/15/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **13,746.21** |
| 51521005 | 5/15/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **9,030.90** |
| 51521006 | 5/15/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **14,284.01** |
| 51521007 | 5/15/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **9,108.47** |
| 51521009 | 5/15/21 | *****3555 | Yiping I. and Frederic Leroudier | DD - ES | **296.00** |

**VASH**

| | |
|---|---|
| HAP | 59,589.06 |
| UR | 0.00 |
| Damage Claim | 0.00 |
| Vacancy Claim | 0.00 |
| Administrative Fee | 3,129.54 |
| FSS Escrow Account | 0.00 |
| Shelter Plus Security Deposit | 0.00 |
| Other | 0.00 |
| **All Payments** | **$62,718.60** |

**Grand Total**

| | |
|---|---|
| HAP | 80,095.06 |
| UR | 587.00 |
| Damage Claim | 0.00 |
| Vacancy Claim | 0.00 |
| Administrative Fee | 3,206.97 |
| FSS Escrow Account | 0.00 |
| Shelter Plus Security Deposit | 0.00 |
| Other | 0.00 |
| **All Payments** | **$83,889.03** |

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# HOUSING AUTHORITY OF THE CITY OF PITTSBURG
## DISBURSEMENT SUMMARY
## FOR THE MONTH ENDED JUNE 30TH, 2021

| | Ck# | Amount | HAP[1] | VASH[2] | UR[3] | Portability | Admin. Fee | TOTAL |
|---|---|---|---|---|---|---|---|---|
| VOUCHERS | 152453-152581<br>50121001-50122599 | $ 1,713,253.87 | 1,532,889.36 | 156,307.00 | 9,421.20 | 6,403.00 | 8,233.31 | $ 1,713,253.87 |
| | 152582-152590<br>60921001-60921018 | 64,601.44 | 59,085.53 | 5,127.00 | 124.00 | 26.00 | 238.91 | 64,601.44 |
| | **TOTAL** | **$ 1,777,855.31** | **1,591,974.89** | **161,434.00** | **9,545.20** | **6,429.00** | **8,472.22** | **$ 1,777,855.31** |

[1]Housing Assistance Payment [2]Veterans Affairs Supportive Housing [3]Utility Reimbursement

| | | Amount | Description | TOTAL |
|---|---|---|---|---|
| ADMINISTRATIVE EXPENSES | | $ 48,708.57 | Salaries and Wages | $ 48,708.57 |
| | | 1,402.09 | Salaries- Part-time | 1,402.09 |
| | | 232.72 | Salaries- Overtime | 232.72 |
| | | 3,589.85 | Retirement Miscellaneous | 3,589.85 |
| | | 7,235.50 | Retirement - Pension Bonds | 7,235.50 |
| | | 5,772.34 | Health Insurance - Employees | 5,772.34 |
| | | 348.47 | Additional CalPERS Pension Contribution | 348.47 |
| | | 80.11 | Life Insurance | 80.11 |
| | | 186.28 | Dental Insurance | 186.28 |
| | | 62.36 | Vision - Employee | 62.36 |
| | | 2,139.80 | Workers' Compensation | 2,139.80 |
| | | 338.16 | Unemployment Insurance | 338.16 |
| | | 148.00 | Disability Insurance | 148.00 |
| | | 3,874.16 | F I C A & Medicare | 3,874.16 |
| | | 499.68 | Deferred Compensation - Employer | 499.68 |
| | | 960.67 | Vac Buy-Bk/Empl Termination | 960.67 |
| | | 596.33 | Pension 115 Trust | 596.33 |
| | | 2,745.42 | Retiree OPEB Costs | 2,745.42 |
| | | 7,038.81 | Office Supplies & Materials | 7,038.81 |
| | | 4,150.00 | Computer Software Expense | 4,150.00 |
| | | 5.10 | Postage | 5.10 |
| | | 11,772.62 | Misc Equip & Furniture < $5,000 | 11,772.62 |
| | | 2,573.72 | Utilities - Electric | 2,573.72 |
| | | 17.32 | Utilities - Water | 17.32 |
| | | 510.60 | Utilities - Telephone Service | 510.60 |
| | | 1,279.38 | Utilities - WiFi/Cellphone Service | 1,279.38 |
| | | 2,961.50 | Insurance - Alloc Chgs | 2,961.50 |
| | | 13,693.89 | Other Contractual & Professional Service | 13,693.89 |
| | | 2,275.99 | Maintenance Agreements | 2,275.99 |
| | | 1,118.23 | Maintenance & Repairs | 1,118.23 |
| | | 1,676.89 | Equipment Rental | 1,676.89 |
| | | 2,375.00 | Building Rental | 2,375.00 |
| | | 581.25 | Fleet Maintenance Alloc Chgs | 581.25 |
| | | 3,146.08 | Building Maintenance Alloc Chgs | 3,146.08 |
| | | 2,371.33 | Information Systems Alloc Chgs | 2,371.33 |
| | | 4,498.83 | Admin Overhead Paid to City | 4,498.83 |
| | | 175.00 | Maintenance & Repairs | 175.00 |
| | | 219.09 | Other fees | 219.09 |
| | | 1,556.67 | Transfer-Out to OPEB Fund(Unfunded Liab) | 1,556.67 |
| | | 21,933.84 | Capital Equipment & Furniture | 21,933.84 |
| | TOTAL | $ 164,851.65 | | $ 164,851.65 |

| | Ck# | Amount | Reason | TOTAL |
|---|---|---|---|---|
| VOIDED CHECKS | | $ (69,161.00) | ACH Returns | $ (69,161.00) |
| | | (28,600.00) | Returned check on overpayment | (28,600.00) |
| | TOTAL | $ (97,761.00) | | $ (97,761.00) |

Prepared by: _____

Reviewed by: _____

**NET OF ISSUED AND VOIDED PAYMENTS $ 1,844,945.96**

# Check Summary

June 1, 2021

| | Check Number | Check Date | Payee Tax ID | Payee | Amount |
|---|---|---|---|---|---|
| **Housing Choice Voucher** | | | | | |
| * | 152453 | 6/1/21 | *****6316 | Alina D Arana | **36.00** |
| | 152454 | 6/1/21 | *****2494 | Amana K Cornish | **57.00** |
| | 152455 | 6/1/21 | *****7730 | Ashley M Brown | **147.00** |
| | 152456 | 6/1/21 | *****1702 | Christina M Fitzgerald | **63.00** |
| | 152457 | 6/1/21 | *****7655 | Ciara Fagin | **86.00** |
| | 152458 | 6/1/21 | *****9835 | Darrell C Carter | **15.00** |
| | 152459 | 6/1/21 | *****3976 | Darren M Thompson | **29.00** |
| | 152460 | 6/1/21 | *****2319 | Delfonse A Lewis | **173.00** |
| | 152461 | 6/1/21 | *****7930 | Donald R Watson, Sr. | **407.88** |
| | 152462 | 6/1/21 | *****3528 | Elisa Johnson | **175.00** |
| | 152463 | 6/1/21 | *****3840 | Eva L Mangum | **70.00** |
| | 152464 | 6/1/21 | | Franchise Tax Board | **253.50** |
| | 152465 | 6/1/21 | *****3594 | Isaiah A Reed | **57.00** |
| | 152466 | 6/1/21 | *****7910 | Javecia M Horton | **23.00** |
| | 152468 | 6/1/21 | *****4091 | Joshua C Perez | **120.00** |
| | 152469 | 6/1/21 | *****2855 | Karen L Dixon | **11.00** |
| | 152470 | 6/1/21 | *****2309 | Kawanda M Dotson | **34.00** |
| | 152471 | 6/1/21 | *****6519 | Krystal M Williams | **67.00** |
| | 152472 | 6/1/21 | *****7253 | Laneava S Blanks | **38.00** |
| | 152473 | 6/1/21 | *****7725 | Latina R Toran | **30.00** |
| | 152474 | 6/1/21 | *****3960 | Lyniece N Eddins | **55.00** |
| | 152475 | 6/1/21 | *****6385 | Marcia Price | **135.00** |
| | 152476 | 6/1/21 | *****3347 | Maria B Martinez | **14.00** |
| | 152477 | 6/1/21 | *****5133 | Mary P Grigsby | **141.00** |
| | 152478 | 6/1/21 | *****8042 | Melissa J Perkins | **234.00** |
| | 152479 | 6/1/21 | *****7988 | Melvina D Brunt | **190.00** |
| | 152481 | 6/1/21 | *****0451 | Michelle A Manuel-Carter | **116.00** |
| | 152482 | 6/1/21 | *****8275 | Mildred G Botello | **110.00** |
| | 152483 | 6/1/21 | *****2674 | Monika Smith | **37.00** |
| | 152484 | 6/1/21 | *****3829 | Nicole N Hodge | **125.00** |
| | 152485 | 6/1/21 | *****8665 | Nieza M Burrus | **250.00** |
| | 152486 | 6/1/21 | *****4119 | Pashenia D Sanders | **195.00** |
| | 152487 | 6/1/21 | *****7944 | Sakari M Lewis | **53.00** |
| | 152488 | 6/1/21 | *****6935 | Samaiyah A Warren | **67.00** |

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| | | | | |
|---|---|---|---|---|
| 152489 | 6/1/21 | *****5994 | Shamia L Patterson | **304.00** |
| 152490 | 6/1/21 | *****3403 | Shanae V Washington | **98.00** |
| 152491 | 6/1/21 | *****1512 | Shawn A Prince | **29.00** |
| 152492 | 6/1/21 | *****3755 | Stephany E Morris | **17.00** |
| 152494 | 6/1/21 | *****3772 | Tatyana A Jackson | **68.00** |
| 152495 | 6/1/21 | *****6806 | Thelma R Hearne | **21.00** |
| 152496 | 6/1/21 | *****1595 | Theresa M Evans | **51.00** |
| 152498 | 6/1/21 | *****8373 | Vonia Jackson | **131.00** |
| 152499 | 6/1/21 | *****1418 | Patricia A Blocker | **27.00** |
| 152500 | 6/1/21 | *****8240 | Vanna L Warga | **210.00** |
| 152501 | 6/1/21 | *****2890 | Raquel E Miller | **48.00** |
| 152502 | 6/1/21 | *****0164 | Bobbie J Royston | **144.00** |
| 152503 | 6/1/21 | *****1955 | Latasha d Smith | **83.00** |
| 152504 | 6/1/21 | *****4208 | Ono c Rothschild | **61.00** |
| 152505 | 6/1/21 | *****2184 | Evelyn Smith | **109.00** |
| 152506 | 6/1/21 | *****3035 | Irma M Castillo | **29.00** |
| 152507 | 6/1/21 | *****8612 | Regina D Tucker | **68.00** |
| 152508 | 6/1/21 | *****5753 | Kevin j Hernandez | **184.00** |
| 152509 | 6/1/21 | *****6015 | Sherron A Camp | **175.00** |
| 152510 | 6/1/21 | *****6241 | Felisha L Lee | **220.00** |
| 152511 | 6/1/21 | *****2941 | Sadrina Sims | **263.00** |
| 152512 | 6/1/21 | *****0531 | Akilah Z Parker | **263.00** |
| 152513 | 6/1/21 | *****3882 | Tyese C Fulgham | **37.00** |
| 152514 | 6/1/21 | *****5492 | Michelle m Berry | **7.00** |
| 152515 | 6/1/21 | *****7135 | Michele N Nichols | **87.00** |
| 152516 | 6/1/21 | *****8831 | Theresa p Jones | **7.00** |
| 152517 | 6/1/21 | *****5626 | Lashawn P Fields | **133.00** |
| 152518 | 6/1/21 | *****5232 | Kristina M Greer | **11.00** |
| 152519 | 6/1/21 | *****3113 | Mannah S Parrott | **79.00** |
| 152520 | 6/1/21 | *****6215 | Janet Brown | **118.36** |
| 152521 | 6/1/21 | *****4767 | Freddie L Henderson | **39.00** |
| 152522 | 6/1/21 | *****3181 | Shirley J Strausbaugh | **2.00** |
| 152523 | 6/1/21 | *****2695 | Monique Thompson | **60.00** |
| 152524 | 6/1/21 | *****0903 | Virgie r Gray | **61.00** |
| 152525 | 6/1/21 | *****6507 | Melissa R Griffin | **29.00** |
| 152526 | 6/1/21 | *****1129 | Tiffany L Pellom | **22.00** |
| 152527 | 6/1/21 | *****4987 | Delois Sanford | **11.00** |
| 152528 | 6/1/21 | *****3869 | Charlene M Best | **22.00** |
| 152529 | 6/1/21 | *****4651 | Lisa Rantissi | **0.00** |
| 152530 | 6/1/21 | *****7191 | Marcelene Brooks | **50.00** |
| 152531 | 6/1/21 | *****1606 | Tamika Brown | **52.00** |

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| | | | | |
|---|---|---|---|---|
| 152532 | 6/1/21 | *****8511 | Tantasha Y Dutye | **207.00** |
| 152533 | 6/1/21 | *****5083 | Crystal j Houston | **229.00** |
| 152534 | 6/1/21 | *****8338 | Tenisha m Ford | **52.00** |
| 152535 | 6/1/21 | *****8992 | Carrie L Saravia | **275.00** |
| 152536 | 6/1/21 | *****6573 | Hermajo L Hoskins | **111.00** |
| 152537 | 6/1/21 | *****8533 | Ebony N Washington | **265.00** |
| 152538 | 6/1/21 | *****0256 | Debra Gregory | **33.00** |
| 152539 | 6/1/21 | *****7516 | Nicquala E James | **165.00** |
| 152540 | 6/1/21 | *****8765 | Antoinette D Durrett | **178.00** |
| 152541 | 6/1/21 | *****2542 | Sau C Ly | **22.00** |
| 152542 | 6/1/21 | *****6953 | Nathan Banks JR | **23.00** |
| 152543 | 6/1/21 | *****0342 | Beverly A Lockwood | **7.00** |
| 152544 | 6/1/21 | *****0410 | Ashley S Andrews | **26.00** |
| 152545 | 6/1/21 | *****6598 | Ardean M Goulart | **39.00** |
| 152546 | 6/1/21 | *****6995 | Graciela Arroyo | **62.00** |
| 152547 | 6/1/21 | *****0195 | Shanoria s Sasser | **73.00** |
| 152548 | 6/1/21 | *****1951 | Vinisha D Thornton | **85.00** |
| 152549 | 6/1/21 | *****0248 | Lakisha L Burton | **105.00** |
| 152550 | 6/1/21 | *****7822 | Daudi K Edmond | **55.00** |
| 152551 | 6/1/21 | *****5758 | Monique c Chaves | **43.00** |
| 152552 | 6/1/21 | *****3226 | Riquel A Neal | **31.00** |
| 152553 | 6/1/21 | *****6095 | Leilani S Gomez | **37.00** |
| 152554 | 6/1/21 | *****9325 | JOW & AAW, LLC | **1,546.00** |
| 152555 | 6/1/21 | *****6825 | A Classey Corp.<br>DBA: ACL Property Management | **2,105.00** |
| 152556 | 6/1/21 | *****9326 | Western Addition Apartments, LLC | **2,475.00** |
| 152557 | 6/1/21 | *****1636 | Jimmy Bhatia | **1,486.00** |
| 152558 | 6/1/21 | *****2361 | George Edward Cole | **1,655.00** |
| 152559 | 6/1/21 | *****5326 | Tyrone W. Duncan | **1,756.00** |
| 152560 | 6/1/21 | *****2979 | Mr. Donald Rhodes<br>C/O Paul Shatswell Estate | **1,483.00** |
| 152561 | 6/1/21 | *****7079 | Federal D Glover | **2,704.00** |
| 152562 | 6/1/21 | *****6137 | Guild Mortgage | **2,458.00** |
| 152563 | 6/1/21 | *****0348 | Hartz Property Management | **1,594.00** |
| 152564 | 6/1/21 | *****1057 | Diamond Hillside Apartments | **4,367.00** |
| 152565 | 6/1/21 | *****2959 | San Francisco Housing Authority | **2,183.43** |
| 152566 | 6/1/21 | *****0978 | King County Housing Authority | **390.52** |
| 152567 | 6/1/21 | *****4593 | Miaogen Lu | **2,657.00** |
| 152568 | 6/1/21 | *****3124 | Dante McDonald | **1,127.00** |
| 152569 | 6/1/21 | *****4305 | Darryl H. Milburn | **1,789.00** |
| 152570 | 6/1/21 | *****2593 | Ba Nguyen<br>Thu Thi Ngo | **1,963.00** |

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| | | | | | |
|---|---|---|---|---|---|
| 152571 | 6/1/21 | *****9182 | Lorene Paysinger | | **1,816.00** |
| 152572 | 6/1/21 | *****7243 | Linda Phon | | **1,480.00** |
| 152574 | 6/1/21 | *****7396 | Sierra Pacific Properties | | **1,760.00** |
| 152575 | 6/1/21 | *****8408 | Sonoma County Community Development Commission<br>Martha Moya | | **5,044.56** |
| 152576 | 6/1/21 | *****8705 | Khalid Sultan | | **1,695.00** |
| 152577 | 6/1/21 | *****8191 | Albert S Tam | | **1,294.00** |
| 152578 | 6/1/21 | *****3239 | Veritel Homes LLC | | **759.00** |
| 152579 | 6/1/21 | *****1355 | San Marcos Villas | | **2,058.00** |
| 152580 | 6/1/21 | *****9322 | Western Upper Haight Street Apartments, LLC | | **5,477.00** |
| 152581 | 6/1/21 | *****1535 | Fanny Kao Huang | | **5,400.00** |
| * 60121001 | 6/1/21 | *****2626 | 9th Street Associates, LP | DD - ES | **5,806.00** |
| 60121002 | 6/1/21 | *****0229 | Meerwais Abdiani | DD - ES | **1,852.00** |
| 60121003 | 6/1/21 | *****8167 | ABJ Enterprises, Inc. dba Blue Line Property Management | DD - ES | **14,749.00** |
| 60121004 | 6/1/21 | *****9050 | Leonda R Addison | DD - ES | **2,103.00** |
| 60121005 | 6/1/21 | *****7139 | Amitabh Agrawal | DD - ES | **1,557.00** |
| 60121006 | 6/1/21 | *****6232 | Rosario Aguilar | DD - ES | **841.00** |
| 60121007 | 6/1/21 | *****5759 | Rosa Aguirre | DD - ES | **2,071.00** |
| 60121008 | 6/1/21 | *****9530 | Demetrius Alexander | DD - ES | **1,758.00** |
| 60121009 | 6/1/21 | *****5726 | Jane Alexander | DD - ES | **821.00** |
| 60121010 | 6/1/21 | *****9681 | Dale Alvarez | DD - ES | **1,147.00** |
| 60121012 | 6/1/21 | *****0104 | Cecilia Anderson | DD - ES | **2,643.00** |
| 60121013 | 6/1/21 | *****9111 | Shawn Anderson | DD - ES | **2,233.00** |
| 60121014 | 6/1/21 | *****5423 | Anisa Ebadi | DD - ES | **2,540.00** |
| 60121015 | 6/1/21 | *****5951 | Stoneman Apartments | DD - ES | **29,520.00** |
| 60121016 | 6/1/21 | *****5951 | Stoneman Apartments | DD - ES | **7,994.00** |
| 60121017 | 6/1/21 | *****8701 | Mariteresa Arenson<br>c/o Select 1 Realty | DD - ES | **2,008.00** |
| 60121018 | 6/1/21 | *****0707 | Sergeant or Sima Austin | DD - ES | **1,148.00** |
| 60121019 | 6/1/21 | *****4941 | Shruti Motilal Ba-Harani | DD - ES | **2,187.00** |
| 60121020 | 6/1/21 | *****2764 | Mel L. Banagan | DD - ES | **1,714.00** |
| 60121021 | 6/1/21 | *****4138 | Carlos G. Barraza | DD - ES | **820.00** |
| 60121022 | 6/1/21 | *****3909 | Ken Bartlett | DD - ES | **1,856.00** |
| 60121023 | 6/1/21 | *****7563 | John Charles Bautista | DD - ES | **1,939.00** |
| 60121024 | 6/1/21 | *****3637 | Christine Becerra | DD - ES | **1,175.00** |
| 60121025 | 6/1/21 | *****9093 | Holly A Hawkins | DD - ES | **7,031.00** |
| 60121027 | 6/1/21 | *****8614 | Charles Bell and Camino Johnson-Bell | DD - ES | **1,815.00** |
| 60121028 | 6/1/21 | *****2521 | Belmont Apartments | DD - ES | **28,950.00** |

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| | | | | | |
|---|---|---|---|---|---|
| 60121029 | 6/1/21 | *****2521 | Belmont Apartments | DD - ES | **30,745.00** |
| 60121030 | 6/1/21 | *****2521 | Belmont Apartments | DD - ES | **28,774.00** |
| 60121031 | 6/1/21 | *****2521 | Belmont Apartments | DD - ES | **4,494.00** |
| 60121032 | 6/1/21 | *****5996 | Alex Benjamen | DD - ES | **934.00** |
| 60121033 | 6/1/21 | *****6465 | Tennyson Berry | DD - ES | **1,643.00** |
| 60121034 | 6/1/21 | *****8634 | Bethel Global Development LLC | DD - ES | **1,933.00** |
| 60121035 | 6/1/21 | *****2209 | Gina Bhatia | DD - ES | **2,805.00** |
| 60121036 | 6/1/21 | *****7075 | Som N Bhatia | DD - ES | **3,815.00** |
| 60121037 | 6/1/21 | *****0602 | Pinakin Bhatt | DD - ES | **2,443.00** |
| 60121038 | 6/1/21 | *****8470 | Joseph B. Bachir | DD - ES | **1,605.00** |
| 60121039 | 6/1/21 | *****5924 | Steven Booras | DD - ES | **2,265.00** |
| 60121040 | 6/1/21 | *****1438 | 2018-2 IH Borrower LP | DD - ES | **2,114.00** |
| 60121041 | 6/1/21 | *****2439 | Rosie M Boyd | DD - ES | **2,580.00** |
| 60121042 | 6/1/21 | *****8847 | Victoria Boyko | DD - ES | **1,801.00** |
| 60121043 | 6/1/21 | *****3037 | Kelly Ann Bradford | DD - ES | **1,441.00** |
| 60121044 | 6/1/21 | *****7855 | Mariya Briggs | DD - ES | **3,081.00** |
| 60121045 | 6/1/21 | *****6215 | Janet Brown | DD - ES | **2,020.64** |
| 60121046 | 6/1/21 | *****9783 | Lauren H Brown | DD - ES | **1,768.00** |
| 60121047 | 6/1/21 | *****9954 | Blue Sapphire Homes, Inc. | DD - ES | **2,594.00** |
| 60121048 | 6/1/21 | *****2142 | Huong T. Bui | DD - ES | **4,200.00** |
| 60121051 | 6/1/21 | *****4042 | Donnell I. Carson | DD - ES | **1,863.00** |
| 60121052 | 6/1/21 | *****5079 | Castle Creek Company, Inc. | DD - ES | **1,521.00** |
| | | | Trust Account | | |
| 60121053 | 6/1/21 | *****6006 | Christopher Todd Chambers | DD - ES | **2,150.00** |
| 60121054 | 6/1/21 | *****6869 | Cora Ann Chambers | DD - ES | **745.00** |
| 60121055 | 6/1/21 | *****0398 | Kan Chuen Chan | DD - ES | **1,829.00** |
| 60121056 | 6/1/21 | *****5571 | P. M. Chaobal | DD - ES | **2,600.00** |
| 60121057 | 6/1/21 | *****9661 | Chao Chen | DD - ES | **1,153.00** |
| 60121058 | 6/1/21 | *****1853 | Hong Chen | DD - ES | **4,528.00** |
| 60121059 | 6/1/21 | *****8946 | Jienlin Chen | DD - ES | **4,408.00** |
| 60121060 | 6/1/21 | *****4714 | Wenhua Chen | DD - ES | **2,361.00** |
| 60121061 | 6/1/21 | *****5473 | Hwa-Yoong Chiu | DD - ES | **1,729.00** |
| 60121062 | 6/1/21 | *****3211 | Ada Choi | DD - ES | **2,556.00** |
| 60121063 | 6/1/21 | *****2454 | Chun Ok Choi | DD - ES | **3,487.00** |
| 60121064 | 6/1/21 | *****7759 | Michele Choi | DD - ES | **2,291.00** |
| 60121065 | 6/1/21 | *****0310 | City of Pittsburg Housing Authority | DD - ES | **4,563.00** |
| 60121066 | 6/1/21 | *****3591 | Juan F. Clara | DD - ES | **1,373.00** |
| 60121067 | 6/1/21 | *****1362 | College Park Housing Authority | DD - ES | **836.68** |
| 60121068 | 6/1/21 | *****9873 | Angel Contreras | DD - ES | **2,579.00** |
| 60121069 | 6/1/21 | *****1814 | Tonette Sharice Cooper | DD - ES | **2,627.00** |

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| 60121070 | 6/1/21 | *****0855 | Adolph Rudolph Cortesi III | DD - ES | **1,670.00** |
| 60121071 | 6/1/21 | *****5708 | David Elmer Cortesi | DD - ES | **1,311.00** |
| 60121072 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **5,113.56** |
| 60121073 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **5,999.42** |
| 60121074 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **4,623.42** |
| 60121075 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **2,762.28** |
| 60121076 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **3,388.28** |
| 60121077 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **11,379.58** |
| 60121078 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **3,086.07** |
| 60121079 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **3,506.86** |
| 60121080 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **-39.00** |
| 60121082 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **2,212.14** |
| 60121083 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **920.51** |
| 60121084 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **4,165.85** |
| 60121085 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **4,333.28** |
| 60121086 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **6,803.71** |
| 60121087 | 6/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **23,987.00** |
| 60121088 | 6/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **23,288.00** |
| 60121089 | 6/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **21,433.00** |
| 60121090 | 6/1/21 | *****6569 | Jeannette D. Crespo | DD - ES | **2,480.00** |
| 60121091 | 6/1/21 | *****7900 | Patricia Crosby | DD - ES | **1,664.00** |
| 60121092 | 6/1/21 | *****3327 | Jorge Robert Dagys Delevan<br>Catty Leticia Pajoluk | DD - ES | **2,030.00** |
| 60121093 | 6/1/21 | *****6248 | Justin Dailey | DD - ES | **1,509.00** |
| 60121094 | 6/1/21 | *****1622 | Dam Quang To | DD - ES | **2,721.00** |
| 60121095 | 6/1/21 | *****0793 | Danica J. French Evans | DD - ES | **1,706.00** |
| 60121096 | 6/1/21 | *****2963 | Audrey Davis | DD - ES | **1,464.00** |
| 60121097 | 6/1/21 | *****0396 | Kesha E. Davis | DD - ES | **1,091.00** |
| 60121098 | 6/1/21 | *****8929 | Kevin Davidson | DD - ES | **1,252.00** |
| 60121099 | 6/1/21 | *****4961 | Paulette Davis | DD - ES | **1,633.00** |
| 60121100 | 6/1/21 | *****6115 | Roshan M. Davis | DD - ES | **1,433.00** |
| 60121101 | 6/1/21 | *****9068 | Jagdeep or Shashi Dayal | DD - ES | **3,210.00** |
| 60121102 | 6/1/21 | *****2031 | Wayman Dea | DD - ES | **1,825.00** |
| 60121103 | 6/1/21 | *****8370 | Charles Dellamore | DD - ES | **1,850.00** |
| 60121104 | 6/1/21 | *****5882 | David De La Torre | DD - ES | **1,763.00** |
| 60121106 | 6/1/21 | *****1004 | Brigitte P. Doan | DD - ES | **8,627.00** |
| 60121107 | 6/1/21 | *****3531 | Anna Phuongnam Thi Do | DD - ES | **4,573.00** |
| 60121108 | 6/1/21 | *****9716 | JoAnn or Larry Domina | DD - ES | **1,390.00** |
| 60121109 | 6/1/21 | *****5568 | Ester Coleman Dunlap | DD - ES | **1,337.00** |

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| 60121110 | 6/1/21 | *****6538 | Linda Duong | DD - ES | **1,046.00** |
| 60121111 | 6/1/21 | *****3406 | Mercy Housing California XXXVIII<br>East Leland Court Apartments | DD - ES | **1,902.00** |
| 60121112 | 6/1/21 | *****0372 | Doris Engle Family Ltd Partnership<br>c/o Select 1 Realty | DD - ES | **1,313.00** |
| 60121113 | 6/1/21 | *****3757 | Alma B Espiritu | DD - ES | **1,730.00** |
| 60121114 | 6/1/21 | *****4023 | Johnathan Espinoza | DD - ES | **1,486.00** |
| 60121115 | 6/1/21 | *****8122 | Gerardo M. Esquivel | DD - ES | **1,154.00** |
| 60121116 | 6/1/21 | *****6027 | Jianxin Fang | DD - ES | **5,229.00** |
| 60121117 | 6/1/21 | *****1830 | Xiangfang Li | DD - ES | **2,547.00** |
| 60121118 | 6/1/21 | *****3602 | Favian M. Wong | DD - ES | **1,292.00** |
| 60121119 | 6/1/21 | *****3835 | Michael Mao<br>C/O Jing Feng | DD - ES | **1,821.00** |
| 60121120 | 6/1/21 | *****2790 | Barbara J. Fierner | DD - ES | **1,775.00** |
| 60121121 | 6/1/21 | *****9447 | Joseph Field | DD - ES | **1,143.00** |
| 60121122 | 6/1/21 | *****7691 | Hernan Roberto Figueroa | DD - ES | **1,570.00** |
| 60121123 | 6/1/21 | *****0962 | Tochia D. Brewster Fleeton | DD - ES | **1,452.00** |
| 60121124 | 6/1/21 | *****5773 | Alexander Flowers | DD - ES | **1,333.00** |
| 60121125 | 6/1/21 | *****4032 | Fox Creek Apartments | DD - ES | **26,690.00** |
| 60121126 | 6/1/21 | *****4032 | Fox Creek Apartments | DD - ES | **5,068.00** |
| 60121127 | 6/1/21 | *****0284 | Monica Fraga | DD - ES | **1,775.00** |
| 60121128 | 6/1/21 | *****6894 | Rejois O. Frazier or Leroy Myers | DD - ES | **3,671.00** |
| 60121130 | 6/1/21 | *****6265 | Mr. Darren Fuller | DD - ES | **1,491.00** |
| 60121131 | 6/1/21 | *****8997 | Fan Fuller | DD - ES | **74.00** |
| 60121132 | 6/1/21 | *****9634 | Gialene Gaines | DD - ES | **1,750.00** |
| 60121133 | 6/1/21 | *****9590 | Aminifu Gamba | DD - ES | **2,677.00** |
| 60121134 | 6/1/21 | *****2189 | Kelly Yu Min Gao | DD - ES | **2,800.00** |
| 60121135 | 6/1/21 | *****6981 | Adraine Gardner | DD - ES | **1,449.00** |
| 60121136 | 6/1/21 | *****4278 | Antoinette L Garcia | DD - ES | **1,212.00** |
| 60121137 | 6/1/21 | *****7036 | David Gardner | DD - ES | **3,407.00** |
| 60121138 | 6/1/21 | *****0785 | Rupesh Garg | DD - ES | **2,297.00** |
| 60121139 | 6/1/21 | *****2931 | William H. Gardiner | DD - ES | **2,204.00** |
| 60121140 | 6/1/21 | *****5111 | Gateway Apartments | DD - ES | **5,789.00** |
| 60121141 | 6/1/21 | *****5298 | Parvindokht Ghaboulidashti | DD - ES | **1,110.00** |
| 60121142 | 6/1/21 | *****2770 | Eva Gholson | DD - ES | **4,345.00** |
| 60121143 | 6/1/21 | *****1145 | Vernon or Eva Gholson | DD - ES | **2,631.00** |
| 60121144 | 6/1/21 | *****5958 | Jacqueline Gill | DD - ES | **1,486.00** |
| 60121145 | 6/1/21 | *****3566 | Mahavir Gill<br>Mahavir S Gill Sr | DD - ES | **5,140.00** |
| 60121146 | 6/1/21 | *****8187 | Sukpran Gill | DD - ES | **1,483.00** |
| 60121147 | 6/1/21 | *****6084 | Gold A and S LLC | DD - ES | **2,456.00** |
| 60121148 | 6/1/21 | *****6208 | Hadiya A Gomez | DD - ES | **1,148.00** |

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| 60121149 | 6/1/21 | *****3032 | Jesse Gonzaga | DD - ES | **2,474.00** |
| 60121150 | 6/1/21 | *****2367 | Ting Gong | DD - ES | **2,135.00** |
| 60121151 | 6/1/21 | *****6940 | Frances Greene | DD - ES | **2,800.00** |
| 60121152 | 6/1/21 | *****4872 | Rodney Green | DD - ES | **935.00** |
| 60121153 | 6/1/21 | *****3361 | Rupinder Grewal | DD - ES | **1,989.00** |
| 60121154 | 6/1/21 | *****7325 | Patricia Gridley | DD - ES | **760.50** |
| 60121155 | 6/1/21 | *****6305 | Italo Grossi | DD - ES | **1,595.00** |
| 60121156 | 6/1/21 | *****6721 | Amparo Guardado<br>Cesar Q. Guardado | DD - ES | **1,406.00** |
| 60121157 | 6/1/21 | *****0940 | Krystle Guan | DD - ES | **4,076.00** |
| 60121158 | 6/1/21 | *****5987 | Bob Gunson Real Estate<br>C/O Julie Hang | DD - ES | **1,292.00** |
| 60121159 | 6/1/21 | *****5267 | Abhilash Gupta | DD - ES | **2,593.00** |
| 60121160 | 6/1/21 | *****7930 | Donald R. Watson, Sr. | DD - ES | **1,177.12** |
| 60121161 | 6/1/21 | *****2314 | Nicole Hackett | DD - ES | **1,237.00** |
| 60121162 | 6/1/21 | *****6176 | Asharfun Nisha Hafiz | DD - ES | **1,597.00** |
| 60121163 | 6/1/21 | *****0457 | Jeffrey Paul Hagler | DD - ES | **5,426.00** |
| 60121164 | 6/1/21 | *****9827 | Delores Jane Hall | DD - ES | **1,712.00** |
| 60121165 | 6/1/21 | *****4299 | Clarence Jerome Hardison | DD - ES | **1,172.00** |
| 60121166 | 6/1/21 | *****6228 | David L Hart | DD - ES | **1,779.00** |
| 60121167 | 6/1/21 | *****1769 | Lawrence Harrold | DD - ES | **8,665.00** |
| 60121168 | 6/1/21 | *****7423 | Delta Hawaii Garden Apartments LLC | DD - ES | **9,351.00** |
| 60121169 | 6/1/21 | *****5859 | Chuanhu He | DD - ES | **1,911.00** |
| 60121170 | 6/1/21 | *****6728 | David T. Hennigan | DD - ES | **16,265.00** |
| 60121171 | 6/1/21 | *****3097 | Silvester C. Henderson | DD - ES | **1,420.00** |
| 60121172 | 6/1/21 | *****1603 | Marva Hill | DD - ES | **357.00** |
| 60121173 | 6/1/21 | *****3207 | Chainchal Hira | DD - ES | **3,015.00** |
| 60121174 | 6/1/21 | *****6255 | Carl E. Hoard II | DD - ES | **544.00** |
| 60121175 | 6/1/21 | *****7386 | Hanh Huu Hoang | DD - ES | **2,803.00** |
| 60121176 | 6/1/21 | *****5654 | Havy S Hoag | DD - ES | **2,983.00** |
| 60121177 | 6/1/21 | *****4106 | Albert Ho | DD - ES | **1,746.00** |
| 60121178 | 6/1/21 | *****8576 | Joyce Ann Hoffman | DD - ES | **1,316.00** |
| 60121179 | 6/1/21 | *****4543 | Ronald G. Holmes | DD - ES | **1,635.00** |
| 60121180 | 6/1/21 | *****7987 | SRH Holdings LLC | DD - ES | **3,059.00** |
| 60121181 | 6/1/21 | *****2768 | Invitation Homes | DD - ES | **2,221.00** |
| 60121182 | 6/1/21 | *****5700 | Tony Ho | DD - ES | **1,367.00** |
| 60121183 | 6/1/21 | *****9956 | Cheng Huang | DD - ES | **2,794.00** |
| 60121184 | 6/1/21 | *****8816 | Ming Zin Huang | DD - ES | **2,860.00** |
| 60121185 | 6/1/21 | *****7984 | Tao Huang | DD - ES | **6,574.00** |
| 60121186 | 6/1/21 | *****7838 | Xia Jing Huang | DD - ES | **2,617.00** |
| 60121187 | 6/1/21 | *****9084 | Nancy Xiu Zhen Hu | DD - ES | **1,796.00** |

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| 60121188 | 6/1/21 | *****6229 | Thinh Trieu Huynh | DD - ES | **2,400.00** |
| 60121189 | 6/1/21 | *****0778 | IGreen House Inc. | DD - ES | **1,018.00** |
| 60121190 | 6/1/21 | *****7951 | IH5 Property West LP | DD - ES | **3,245.00** |
| 60121191 | 6/1/21 | *****8323 | Keyee Investment LLC | DD - ES | **1,451.00** |
| 60121192 | 6/1/21 | *****1017 | LaShon D Irving | DD - ES | **1,991.00** |
| 60121193 | 6/1/21 | *****6821 | Michael or Kay Isola | DD - ES | **2,292.00** |
| 60121194 | 6/1/21 | *****4913 | Jabbarr Love | DD - ES | **1,778.00** |
| 60121195 | 6/1/21 | *****2036 | Brandi Jackson<br>c/o Perry Realty Team | DD - ES | **2,165.00** |
| 60121196 | 6/1/21 | *****1075 | Consuelo Marie Jackson | DD - ES | **2,920.00** |
| 60121197 | 6/1/21 | *****5120 | Deepika Sameer Jain | DD - ES | **4,829.00** |
| 60121198 | 6/1/21 | *****4910 | Sameer Jain | DD - ES | **5,920.00** |
| 60121199 | 6/1/21 | *****3307 | Vishal S. Jain | DD - ES | **1,157.00** |
| 60121200 | 6/1/21 | *****1349 | Jason Le | DD - ES | **2,512.00** |
| 60121201 | 6/1/21 | *****6917 | Jian Xing Zhang | DD - ES | **1,489.00** |
| 60121202 | 6/1/21 | *****3090 | Krystal Johnson | DD - ES | **1,942.00** |
| 60121203 | 6/1/21 | *****8569 | Ronita Johnson | DD - ES | **1,483.00** |
| 60121204 | 6/1/21 | *****8867 | James Jones | DD - ES | **1,486.00** |
| 60121205 | 6/1/21 | *****2434 | Sharon Jones | DD - ES | **1,937.00** |
| 60121206 | 6/1/21 | *****4905 | Mostaeen B Jouya | DD - ES | **2,856.00** |
| 60121207 | 6/1/21 | *****3526 | JPH Investment Trust | DD - ES | **2,800.00** |
| 60121208 | 6/1/21 | *****5647 | Om Parkash Kalra | DD - ES | **3,231.00** |
| 60121209 | 6/1/21 | *****8425 | Wei Kang | DD - ES | **3,990.00** |
| 60121210 | 6/1/21 | *****7429 | Navkirandeep Kaur | DD - ES | **2,163.00** |
| 60121211 | 6/1/21 | *****6180 | K. E. M. Group LLC | DD - ES | **1,830.00** |
| 60121212 | 6/1/21 | *****9411 | Anthony Keslinke | DD - ES | **5,346.00** |
| 60121213 | 6/1/21 | *****6230 | Kevin Moffett | DD - ES | **2,685.00** |
| 60121214 | 6/1/21 | *****2578 | Faraz Ali Khan | DD - ES | **1,436.00** |
| 60121215 | 6/1/21 | *****0888 | KW Kirker Creek, LLC | DD - ES | **3,015.00** |
| 60121216 | 6/1/21 | *****9221 | John N Kitta | DD - ES | **2,784.00** |
| 60121217 | 6/1/21 | *****7475 | Qi Yun Kuang | DD - ES | **6,299.00** |
| 60121218 | 6/1/21 | *****8506 | Simon Kailiang Kuang | DD - ES | **1,659.00** |
| 60121219 | 6/1/21 | *****9316 | Zdzislaw Kujawa | DD - ES | **1,335.00** |
| 60121220 | 6/1/21 | *****2585 | Daniel Kwan | DD - ES | **3,490.00** |
| 60121221 | 6/1/21 | *****8326 | Thomas LaFleur | DD - ES | **1,480.00** |
| 60121222 | 6/1/21 | *****7845 | Chow Kang Lam | DD - ES | **1,474.00** |
| 60121223 | 6/1/21 | *****6520 | Shirley Manly-Lampkin | DD - ES | **1,051.00** |
| 60121224 | 6/1/21 | *****7975 | Peter C. Larsen | DD - ES | **1,454.00** |
| 60121225 | 6/1/21 | *****2401 | Kevin Lassair<br>Terrilyn Lassair | DD - ES | **1,175.00** |
| 60121226 | 6/1/21 | *****4732 | Latif, LLC | DD - ES | **2,297.00** |

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| 60121227 | 6/1/21 | *****2293 | LCSTAR, LLC | DD - ES | **4,553.00** |
| 60121228 | 6/1/21 | *****0984 | Dao Tran Le | DD - ES | **2,018.00** |
| 60121229 | 6/1/21 | *****8548 | Jack Wai Lee | DD - ES | **2,370.00** |
| 60121230 | 6/1/21 | *****1755 | Siu Wan Windytiti Lee | DD - ES | **2,232.00** |
| 60121231 | 6/1/21 | *****2527 | Steven Lee | DD - ES | **1,664.00** |
| 60121232 | 6/1/21 | *****5289 | Yuhjen Juang Lee | DD - ES | **1,854.00** |
| 60121233 | 6/1/21 | *****7087 | Huy Nguyen Le | DD - ES | **2,496.00** |
| 60121234 | 6/1/21 | *****1860 | Lena Le | DD - ES | **806.00** |
| 60121235 | 6/1/21 | *****3782 | Joseph C. Lerma | DD - ES | **1,431.00** |
| 60121236 | 6/1/21 | *****3555 | Yiping I. and Frederic Leroudier | DD - ES | **1,338.00** |
| 60121237 | 6/1/21 | *****3410 | John M. Leung | DD - ES | **7,088.00** |
| 60121238 | 6/1/21 | *****3743 | May Leung or Rodney Chen | DD - ES | **3,630.00** |
| 60121239 | 6/1/21 | *****2110 | Peter Leung | DD - ES | **2,499.00** |
| 60121240 | 6/1/21 | *****5185 | Fortunee Lichaa | DD - ES | **820.00** |
| 60121241 | 6/1/21 | *****3386 | James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments | DD - ES | **8,912.00** |
| 60121242 | 6/1/21 | *****0416 | Faqiang Li | DD - ES | **2,449.00** |
| 60121243 | 6/1/21 | *****8871 | Jie Li | DD - ES | **1,885.00** |
| 60121244 | 6/1/21 | *****7827 | Jinhuan Li | DD - ES | **1,505.00** |
| 60121245 | 6/1/21 | *****9346 | Joshua Li | DD - ES | **1,246.00** |
| 60121246 | 6/1/21 | *****2649 | Tim Lindstrom<br>c/o AAA Property Management | DD - ES | **1,119.00** |
| 60121247 | 6/1/21 | *****3881 | Vivian Y Li | DD - ES | **1,226.00** |
| 60121249 | 6/1/21 | *****0050 | Wei Min Li | DD - ES | **1,632.00** |
| 60121250 | 6/1/21 | *****9003 | Ying Hong Li | DD - ES | **712.00** |
| 60121251 | 6/1/21 | *****0198 | Belkis Zhong Li | DD - ES | **2,596.00** |
| 60121252 | 6/1/21 | *****1646 | Paul Long | DD - ES | **2,001.00** |
| 60121253 | 6/1/21 | *****1474 | Los Medanos Village Apartments | DD - ES | **15,020.00** |
| 60121254 | 6/1/21 | *****7531 | Tony or Yvonne Louie | DD - ES | **1,425.00** |
| 60121255 | 6/1/21 | *****3708 | Anthony Charles Loyola | DD - ES | **757.00** |
| 60121256 | 6/1/21 | *****7720 | Jose Loza | DD - ES | **883.00** |
| 60121257 | 6/1/21 | *****7378 | Marina Heights Apartments, LP | DD - ES | **17,025.00** |
| 60121258 | 6/1/21 | *****7378 | Marina Heights Apartments, LP | DD - ES | **17,399.00** |
| 60121259 | 6/1/21 | *****7378 | Marina Heights Apartments, LP | DD - ES | **12,602.00** |
| 60121260 | 6/1/21 | *****2354 | Andrew Kin Lui | DD - ES | **3,146.00** |
| 60121261 | 6/1/21 | *****4658 | Wei Liu<br>Guangxin Frank Liu | DD - ES | **1,482.00** |
| 60121262 | 6/1/21 | *****7843 | The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892) | DD - ES | **1,313.00** |
| 60121263 | 6/1/21 | *****1821 | Curtis H. Lundberg | DD - ES | **555.00** |
| 60121264 | 6/1/21 | *****1494 | Xiangwen Lu | DD - ES | **4,965.00** |
| 60121265 | 6/1/21 | *****2147 | Chi Vien Ly | DD - ES | **2,165.00** |

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| 60121266 | 6/1/21 | *****6525 | Madelyn Ann Massey<br>Trustee of the 2017 Massey Family Trust | DD - ES | **1,527.00** |
| 60121267 | 6/1/21 | *****5865 | Rakesh Madra | DD - ES | **3,152.00** |
| 60121268 | 6/1/21 | *****2191 | Radha Mahesram | DD - ES | **1,953.00** |
| 60121269 | 6/1/21 | *****7358 | Mahnoor Tariq | DD - ES | **2,462.00** |
| 60121270 | 6/1/21 | *****4372 | Jennifer Leung Ma | DD - ES | **3,662.00** |
| 60121271 | 6/1/21 | *****1989 | Jeff Mann | DD - ES | **6,578.00** |
| 60121272 | 6/1/21 | *****5378 | Glenn Marshall | DD - ES | **2,403.00** |
| 60121273 | 6/1/21 | *****2875 | Marla Y Harrison | DD - ES | **404.00** |
| 60121274 | 6/1/21 | *****4697 | Elisa Aurora Martinez | DD - ES | **2,680.00** |
| 60121275 | 6/1/21 | *****9206 | Demetria d Mason | DD - ES | **2,008.00** |
| 60121276 | 6/1/21 | *****9994 | Matthew Lui | DD - ES | **1,647.00** |
| 60121277 | 6/1/21 | *****6768 | Matrixone Realty | DD - ES | **1,036.00** |
| 60121279 | 6/1/21 | *****5255 | Helen McCarthy | DD - ES | **1,933.00** |
| 60121280 | 6/1/21 | *****6494 | Dorothy McDonald | DD - ES | **1,973.00** |
| 60121281 | 6/1/21 | *****1152 | Janice K McLean | DD - ES | **489.00** |
| 60121282 | 6/1/21 | *****4675 | Meadow Glen Apartments | DD - ES | **1,918.00** |
| 60121283 | 6/1/21 | *****9866 | Tatung Mei | DD - ES | **3,564.00** |
| 60121284 | 6/1/21 | *****5245 | Jinyu Meng | DD - ES | **1,653.00** |
| 60121285 | 6/1/21 | *****4885 | Sabine Menzel | DD - ES | **3,709.00** |
| 60121286 | 6/1/21 | *****0133 | Mercedes P. Johnson | DD - ES | **617.00** |
| 60121287 | 6/1/21 | *****8272 | Hector Meza | DD - ES | **1,622.00** |
| 60121288 | 6/1/21 | *****9885 | Andrew S Miloslavich | DD - ES | **1,648.00** |
| 60121289 | 6/1/21 | *****7437 | Perchak Properties for Carol Miller | DD - ES | **2,247.00** |
| 60121290 | 6/1/21 | *****4000 | Millennium Homes | DD - ES | **2,012.00** |
| 60121291 | 6/1/21 | *****9782 | Maryann Miller | DD - ES | **1,856.00** |
| 60121292 | 6/1/21 | *****2618 | Carlos J Miranda | DD - ES | **660.00** |
| 60121293 | 6/1/21 | *****0772 | Hassan Mirabedi | DD - ES | **7,781.00** |
| 60121294 | 6/1/21 | *****6741 | Gwendolyn Mitchell | DD - ES | **3,261.00** |
| 60121295 | 6/1/21 | *****4885 | Momin Raees | DD - ES | **1,824.00** |
| 60121296 | 6/1/21 | *****0985 | Rodney Montgomery<br>or Sharon Montgomery | DD - ES | **1,655.00** |
| 60121297 | 6/1/21 | *****4676 | Erik L Morris | DD - ES | **1,874.00** |
| 60121298 | 6/1/21 | *****3624 | Diane Morin | DD - ES | **1,990.00** |
| 60121299 | 6/1/21 | *****3642 | Eva Munn | DD - ES | **1,160.00** |
| 60121300 | 6/1/21 | *****8820 | Brien Brothers, LLC<br>C/O Mynd Management, IC. | DD - ES | **515.00** |
| 60121301 | 6/1/21 | *****1388 | Mynd Management Inc, | DD - ES | **4,220.00** |
| 60121302 | 6/1/21 | *****0105 | Ehsan Nabkel | DD - ES | **3,552.00** |
| 60121303 | 6/1/21 | *****6234 | Shinder Paul Narabut | DD - ES | **7,185.00** |
| 60121304 | 6/1/21 | *****0054 | NC Associates, Inc. | DD - ES | **15,894.00** |
| 60121305 | 6/1/21 | *****9180 | Michael Nelson | DD - ES | **2,938.00** |

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| 60121306 | 6/1/21 | *****5257 | Guy Nesbeth | DD - ES | **1,741.00** |
| 60121307 | 6/1/21 | *****1072 | Dominic Y Ng | DD - ES | **2,980.00** |
| 60121308 | 6/1/21 | *****3604 | Knowland Ging Ng | DD - ES | **4,033.00** |
| 60121309 | 6/1/21 | *****8594 | Patrick Ng<br>Mike Perry, Property Manager | DD - ES | **1,206.00** |
| 60121310 | 6/1/21 | *****0738 | Hieu Nguyen | DD - ES | **1,642.00** |
| 60121311 | 6/1/21 | *****7154 | Huy Quang Nguyen | DD - ES | **2,162.00** |
| 60121312 | 6/1/21 | *****8307 | Mai Thi Thanh Nguyen | DD - ES | **1,925.00** |
| 60121313 | 6/1/21 | *****4366 | Quyen Nguyen | DD - ES | **1,857.00** |
| 60121314 | 6/1/21 | *****8241 | Tieu Nguyen | DD - ES | **800.00** |
| 60121315 | 6/1/21 | *****2660 | Nichole Nicholson | DD - ES | **2,500.00** |
| 60121316 | 6/1/21 | *****7265 | Ernest Nichols III | DD - ES | **3,323.00** |
| 60121317 | 6/1/21 | *****6497 | Peter Niloufari | DD - ES | **5,190.00** |
| 60121319 | 6/1/21 | *****8129 | Kevin Nord | DD - ES | **1,690.00** |
| 60121320 | 6/1/21 | *****0056 | Richard A Norte | DD - ES | **1,772.00** |
| 60121321 | 6/1/21 | *****2286 | North State Financial, Inc. | DD - ES | **1,094.00** |
| 60121322 | 6/1/21 | *****7171 | New Way Management Services, Inc. | DD - ES | **19,156.00** |
| 60121323 | 6/1/21 | *****0056 | Sheryl O'Brien | DD - ES | **882.00** |
| 60121324 | 6/1/21 | *****1194 | Jennifer Odei | DD - ES | **1,434.00** |
| 60121325 | 6/1/21 | *****5572 | Dwight J Owens | DD - ES | **643.00** |
| 60121326 | 6/1/21 | *****1780 | Diane Oles | DD - ES | **2,055.00** |
| 60121327 | 6/1/21 | *****4543 | Esosa A. Omokaro | DD - ES | **940.00** |
| 60121328 | 6/1/21 | *****0588 | Orange County Housing Authority<br>Orange County Housing Authority | DD - ES | **3,906.86** |
| 60121329 | 6/1/21 | *****3741 | Sandra L Ortiz | DD - ES | **1,766.00** |
| 60121330 | 6/1/21 | *****1081 | Chinenye Osuagwu | DD - ES | **2,582.00** |
| 60121331 | 6/1/21 | *****9139 | Olubukola Amoke Oyebade | DD - ES | **2,427.00** |
| 60121332 | 6/1/21 | *****3324 | Mutlu Ozer | DD - ES | **1,944.00** |
| 60121333 | 6/1/21 | *****6009 | Diablo Pacific, Inc. | DD - ES | **3,297.00** |
| 60121334 | 6/1/21 | *****4083 | Pacific Living, LLC | DD - ES | **2,622.00** |
| 60121335 | 6/1/21 | *****7811 | Hemangini & Vijendra Patel | DD - ES | **2,522.00** |
| 60121336 | 6/1/21 | *****0885 | Kokila Patel | DD - ES | **787.00** |
| 60121337 | 6/1/21 | *****0346 | Patiala, LLC<br>Deepinder Kaur or Ajay Singh | DD - ES | **2,034.00** |
| 60121338 | 6/1/21 | *****8684 | Virendra M. Patel | DD - ES | **80.00** |
| 60121339 | 6/1/21 | *****8047 | Jason Pauline | DD - ES | **1,760.00** |
| 60121340 | 6/1/21 | *****3189 | Loycell Peacock | DD - ES | **1,695.00** |
| 60121341 | 6/1/21 | *****5165 | Scott Pease | DD - ES | **1,735.00** |
| 60121342 | 6/1/21 | *****8805 | Alonso R. Perez | DD - ES | **1,489.00** |
| 60121343 | 6/1/21 | *****3278 | Maria Del Carmen Perez | DD - ES | **603.00** |
| 60121344 | 6/1/21 | *****6784 | Lowde Y. Perkins | DD - ES | **922.00** |
| 60121345 | 6/1/21 | *****4893 | Cong Thi Pham | DD - ES | **2,968.00** |

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| 60121346 | 6/1/21 | *****5884 | May K. Pho | DD - ES | **2,839.00** |
| 60121347 | 6/1/21 | *****0958 | Pittsburg Park Apartments | DD - ES | **2,954.00** |
| 60121348 | 6/1/21 | *****2744 | SK Pittsburg Bay Point<br>SK Pittsburg Bay Point | DD - ES | **1,458.00** |
| 60121349 | 6/1/21 | *****1097 | Bay Point Orphans Fund, LLC | DD - ES | **1,712.00** |
| 60121350 | 6/1/21 | *****7605 | Portofino Apartments | DD - ES | **13,521.00** |
| 60121351 | 6/1/21 | *****8826 | Prime Metropolis Properties, Inc. | DD - ES | **5,213.00** |
| 60121352 | 6/1/21 | *****2849 | IH5 Property West LP | DD - ES | **2,477.00** |
| 60121353 | 6/1/21 | *****3398 | Marples Property Management | DD - ES | **1,700.00** |
| 60121354 | 6/1/21 | *****4650 | A. Meadows Property Management | DD - ES | **3,293.00** |
| 60121355 | 6/1/21 | *****6551 | Parks Properties | DD - ES | **1,726.00** |
| 60121356 | 6/1/21 | *****7789 | Stokley Properties LLC Harbor | DD - ES | **3,174.00** |
| 60121357 | 6/1/21 | *****8055 | Property Upsurge, Inc. | DD - ES | **4,075.00** |
| 60121358 | 6/1/21 | *****0782 | Amjad Qaqish | DD - ES | **835.00** |
| 60121359 | 6/1/21 | *****9542 | Sam or Sonia Quinones | DD - ES | **1,800.00** |
| 60121360 | 6/1/21 | *****4029 | Amos Radford | DD - ES | **1,387.00** |
| 60121361 | 6/1/21 | *****1034 | Kuljit P Raju | DD - ES | **1,819.00** |
| 60121362 | 6/1/21 | *****2261 | Paramjit K. Raju | DD - ES | **3,054.00** |
| 60121363 | 6/1/21 | *****3452 | Christopher Ramirez | DD - ES | **2,042.00** |
| 60121364 | 6/1/21 | *****8489 | Enrique or Stacy Ramirez | DD - ES | **1,177.00** |
| 60121365 | 6/1/21 | *****2162 | Erika Ramirez | DD - ES | **1,797.00** |
| 60121367 | 6/1/21 | *****2283 | Rohini Ram-Cline | DD - ES | **1,957.00** |
| 60121368 | 6/1/21 | *****6068 | David Raughton | DD - ES | **1,831.00** |
| 60121369 | 6/1/21 | *****8337 | RayCaro Inc. | DD - ES | **1,581.00** |
| 60121370 | 6/1/21 | *****8227 | Croskey Real Estate, Inc. | DD - ES | **1,605.00** |
| 60121371 | 6/1/21 | *****6703 | Amerasia Real Estate Fund LLC | DD - ES | **3,628.00** |
| 60121372 | 6/1/21 | *****7083 | Reliant - Woods Grove, LP | DD - ES | **19,175.00** |
| 60121373 | 6/1/21 | *****7349 | Eric Franklin Remson | DD - ES | **538.00** |
| 60121374 | 6/1/21 | *****9215 | Kameryn Victoria Ray | DD - ES | **2,846.00** |
| 60121375 | 6/1/21 | *****9321 | Roger Riley | DD - ES | **1,901.00** |
| 60121376 | 6/1/21 | *****4562 | Rising Investments LLC | DD - ES | **6,361.00** |
| 60121377 | 6/1/21 | *****0694 | Jason Ruffin | DD - ES | **2,854.00** |
| 60121378 | 6/1/21 | *****4579 | Elvira Ruiz | DD - ES | **1,746.00** |
| 60121379 | 6/1/21 | *****5248 | Constance Russell | DD - ES | **2,082.00** |
| 60121380 | 6/1/21 | *****8536 | Ms. Meuy Saelee | DD - ES | **2,891.00** |
| 60121381 | 6/1/21 | *****3871 | Maridel P Santos | DD - ES | **1,290.00** |
| 60121382 | 6/1/21 | *****7615 | Gregory Paul Schulz | DD - ES | **2,000.00** |
| 60121383 | 6/1/21 | *****9954 | Richard M. Sciortino | DD - ES | **2,284.00** |
| 60121384 | 6/1/21 | *****7031 | Jacqueline Selinger | DD - ES | **1,438.00** |
| 60121385 | 6/1/21 | *****5346 | Young Sook Seroy | DD - ES | **1,314.00** |
| 60121386 | 6/1/21 | *****1446 | Mohinder Sharma | DD - ES | **1,007.00** |

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| 60121387 | 6/1/21 | *****7239 | Shailesh & Bela Patel | DD - ES | **871.00** |
| 60121388 | 6/1/21 | *****1357 | Mohammad Shekib | DD - ES | **1,942.00** |
| 60121389 | 6/1/21 | *****5981 | Yihui Shi | DD - ES | **1,535.00** |
| 60121390 | 6/1/21 | *****5994 | Shorten Investments LLC | DD - ES | **5,455.00** |
| 60121391 | 6/1/21 | *****7396 | Sierra Pacific Properties Inc<br>Sierra Pacific Properties Inc | DD - ES | **9,309.00** |
| 60121392 | 6/1/21 | *****7789 | Siena Court Apartments | DD - ES | **14,560.00** |
| 60121393 | 6/1/21 | *****7396 | Sierra Pacific Properties<br>Peppertree Apartments | DD - ES | **4,505.00** |
| 60121394 | 6/1/21 | *****7396 | Sierra Pacific Properties<br>Woodland Hills Apartments | DD - ES | **23,562.00** |
| 60121395 | 6/1/21 | *****6650 | Frank M. Siino | DD - ES | **982.00** |
| 60121396 | 6/1/21 | *****8035 | Joseph Michael Siino | DD - ES | **1,527.00** |
| 60121397 | 6/1/21 | *****5399 | Gloria Silva | DD - ES | **739.00** |
| 60121398 | 6/1/21 | *****8407 | Marc J. Simpson | DD - ES | **1,688.00** |
| 60121399 | 6/1/21 | *****3639 | Raman Singh | DD - ES | **2,628.00** |
| 60121400 | 6/1/21 | *****6058 | Son Singh | DD - ES | **1,498.00** |
| 60121401 | 6/1/21 | *****0700 | Crystal Situ | DD - ES | **1,270.00** |
| 60121402 | 6/1/21 | *****3853 | Lakesha Michelle Smith<br>Lionel R Smith | DD - ES | **1,975.00** |
| 60121403 | 6/1/21 | *****4970 | Molly Smith | DD - ES | **1,898.00** |
| 60121404 | 6/1/21 | *****9092 | Sherritta M Smith | DD - ES | **945.00** |
| 60121405 | 6/1/21 | *****2032 | Cinthia Sosa | DD - ES | **2,412.00** |
| 60121406 | 6/1/21 | *****6977 | Angela E. Robinson-Spencer | DD - ES | **2,131.00** |
| 60121408 | 6/1/21 | *****5343 | Deborah Steppe | DD - ES | **1,784.00** |
| 60121409 | 6/1/21 | *****5308 | R R Rentals | DD - ES | **1,900.00** |
| 60121411 | 6/1/21 | *****8216 | Abby Sukarto | DD - ES | **3,372.00** |
| 60121412 | 6/1/21 | *****1808 | Jezzy Sukaemi | DD - ES | **2,564.00** |
| 60121413 | 6/1/21 | *****7479 | Ms. Li Su | DD - ES | **1,524.00** |
| 60121414 | 6/1/21 | *****8534 | Suma Aryaei | DD - ES | **1,849.00** |
| 60121415 | 6/1/21 | *****1235 | Summit Venture Group, LLC | DD - ES | **2,701.00** |
| 60121416 | 6/1/21 | *****6168 | Kamaljeet Surila | DD - ES | **1,754.00** |
| 60121417 | 6/1/21 | *****0804 | Svetlana Kondratiouk | DD - ES | **3,040.00** |
| 60121418 | 6/1/21 | *****0399 | Joyce Hui Sy | DD - ES | **6,703.00** |
| 60121419 | 6/1/21 | *****1242 | Hamed Tafaghodi<br>Alexis Tafaghodi | DD - ES | **1,066.00** |
| 60121420 | 6/1/21 | *****3065 | Tasharie C. Ameral | DD - ES | **1,622.00** |
| 60121421 | 6/1/21 | *****6283 | Yun Teng<br>Weijie Zhang | DD - ES | **1,753.00** |
| 60121422 | 6/1/21 | *****9166 | Ms. Natasha Terry | DD - ES | **2,675.00** |
| 60121423 | 6/1/21 | *****2164 | Quyen Minh Thai | DD - ES | **2,875.00** |
| 60121424 | 6/1/21 | *****9314 | Silvia Thein and Ada Choi | DD - ES | **2,200.00** |

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| 60121425 | 6/1/21 | *****7191 | Tequila Nashannon Thornton | DD - ES | **2,654.00** |
| 60121426 | 6/1/21 | *****4049 | ChingJen Tong | DD - ES | **2,029.00** |
| 60121427 | 6/1/21 | *****1714 | Yoway Wilson Tong | DD - ES | **1,486.00** |
| 60121428 | 6/1/21 | *****1405 | Lourdes or Raymond Tovar | DD - ES | **1,639.00** |
| 60121429 | 6/1/21 | *****2094 | Raphael Minhtuyen Tran | DD - ES | **3,025.00** |
| 60121430 | 6/1/21 | *****8623 | Richard Tran | DD - ES | **2,783.00** |
| 60121431 | 6/1/21 | *****1327 | Thuy Tran | DD - ES | **1,145.00** |
| 60121432 | 6/1/21 | *****6165 | Thanh Van Trinh | DD - ES | **1,422.00** |
| 60121433 | 6/1/21 | *****5313 | Sean Thuyet Truong | DD - ES | **1,094.00** |
| 60121434 | 6/1/21 | *****9321 | Van Truong | DD - ES | **1,762.00** |
| 60121435 | 6/1/21 | *****6917 | Erica Uschold | DD - ES | **2,613.00** |
| 60121436 | 6/1/21 | *****2907 | Frank Lokeni Uu<br>Martha Jauregui Morales | DD - ES | **2,029.00** |
| 60121437 | 6/1/21 | *****4582 | Lidia Valladares | DD - ES | **1,169.00** |
| 60121438 | 6/1/21 | *****0250 | Victor D Valenzuela | DD - ES | **1,498.00** |
| 60121439 | 6/1/21 | *****3371 | Gary D. Vasconcellos | DD - ES | **1,430.00** |
| 60121440 | 6/1/21 | *****5310 | Azell Vickers | DD - ES | **1,368.00** |
| 60121441 | 6/1/21 | *****9682 | Nuno G Vieira | DD - ES | **4,328.00** |
| 60121442 | 6/1/21 | *****7391 | Kim Uyen Minh Vu | DD - ES | **1,026.00** |
| 60121443 | 6/1/21 | *****2720 | Stephen Cordell Wafer | DD - ES | **1,205.00** |
| 60121444 | 6/1/21 | *****6924 | Lining Wan | DD - ES | **2,382.00** |
| 60121445 | 6/1/21 | *****6945 | Wei Wang | DD - ES | **2,032.00** |
| 60121446 | 6/1/21 | *****1634 | Yu Ruo Wang | DD - ES | **1,781.00** |
| 60121447 | 6/1/21 | *****5502 | Mildred Lucille Washington | DD - ES | **1,996.00** |
| 60121449 | 6/1/21 | *****4384 | Wenying Chang | DD - ES | **3,422.00** |
| 60121450 | 6/1/21 | *****5295 | Holly Wen | DD - ES | **651.00** |
| 60121451 | 6/1/21 | *****4908 | Lewis White & Ruth White<br>Elma Ruth White | DD - ES | **4,907.00** |
| 60121452 | 6/1/21 | *****7867 | Ms Adrienne Wilson<br>C/O Gabe Essoe | DD - ES | **1,951.00** |
| 60121453 | 6/1/21 | *****5057 | Kathleen and John Wilson | DD - ES | **936.00** |
| 60121454 | 6/1/21 | *****8702 | Kathy D. Williams | DD - ES | **2,500.00** |
| 60121455 | 6/1/21 | *****5480 | Tasia La Vonda Williams | DD - ES | **2,564.00** |
| 60121456 | 6/1/21 | *****5026 | Windeler Development Group, Inc. | DD - ES | **999.00** |
| 60121457 | 6/1/21 | *****1157 | Har Pan Wong | DD - ES | **7,575.00** |
| 60121458 | 6/1/21 | *****6356 | Joanne Wong | DD - ES | **1,522.00** |
| 60121459 | 6/1/21 | *****1060 | Kinney Ming Wong | DD - ES | **508.00** |
| 60121460 | 6/1/21 | *****2784 | Vincent Wong | DD - ES | **1,818.00** |
| 60121461 | 6/1/21 | *****3962 | Hong Wu | DD - ES | **3,693.00** |
| 60121462 | 6/1/21 | *****3698 | Zhang Jin Wu | DD - ES | **2,701.00** |
| 60121463 | 6/1/21 | *****2556 | Drewcillia Wyatt | DD - ES | **2,315.00** |

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| 60121464 | 6/1/21 | *****2651 | Sheree Wynn | DD - ES | **2,210.00** |
| 60121465 | 6/1/21 | *****5388 | Jian Ai Xuan | DD - ES | **1,781.00** |
| 60121466 | 6/1/21 | *****4644 | Chao Xu | DD - ES | **2,656.00** |
| 60121467 | 6/1/21 | *****3880 | Ping Ping Xu<br>Keming Wang | DD - ES | **2,803.00** |
| 60121468 | 6/1/21 | *****5087 | Zhou Xu | DD - ES | **2,853.00** |
| 60121469 | 6/1/21 | *****4383 | Yifan Ye<br>Mike Perry, Property Manager | DD - ES | **2,512.00** |
| 60121470 | 6/1/21 | *****6779 | Sally Yip | DD - ES | **753.00** |
| 60121471 | 6/1/21 | *****6210 | Yong Qiang Lu | DD - ES | **1,778.00** |
| 60121472 | 6/1/21 | *****6178 | Chris Kui You | DD - ES | **2,378.00** |
| 60121473 | 6/1/21 | *****7622 | Yee Yue Cheung | DD - ES | **1,319.00** |
| 60121474 | 6/1/21 | *****8664 | Mohammad Zalmaiyar | DD - ES | **2,455.00** |
| 60121475 | 6/1/21 | *****8685 | Feng Zhang | DD - ES | **2,726.00** |
| 60121476 | 6/1/21 | *****7638 | Jielu Zhao | DD - ES | **1,412.00** |
| 60121477 | 6/1/21 | *****2407 | Katherine Zhao | DD - ES | **2,292.00** |
| 60121478 | 6/1/21 | *****2940 | Wei Bin Zhang or Gao Wei | DD - ES | **1,749.00** |
| 60121479 | 6/1/21 | *****3259 | Xirong Zhao | DD - ES | **1,795.00** |
| 60121480 | 6/1/21 | *****5640 | Yan Zhang | DD - ES | **2,588.00** |
| 60121481 | 6/1/21 | *****4367 | Xiang Yang Zheng | DD - ES | **1,848.00** |
| 60121482 | 6/1/21 | *****9263 | Zhixing Li | DD - ES | **2,441.00** |
| 60121483 | 6/1/21 | *****3830 | Joy Yi Zhou | DD - ES | **1,525.00** |
| 60121484 | 6/1/21 | *****7805 | Shengguo Zhu | DD - ES | **5,365.00** |
| 60121485 | 6/1/21 | *****6132 | Ying Zhu<br>Ying Zhu | DD - ES | **5,081.00** |
| 60121486 | 6/1/21 | *****4651 | Weijie Zhang | DD - ES | **1,023.00** |

**Housing Choice Voucher**

| | |
|---|---|
| HAP | 1,539,071.36 |
| UR | 9,360.20 |
| Damage Claim | 0.00 |
| Vacancy Claim | 0.00 |
| Administrative Fee | 4,303.45 |
| FSS Escrow Account | 0.00 |
| Shelter Plus Security Deposit | 0.00 |
| Other | 0.00 |
| **All Payments** | **$1,552,735.01** |

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# Check Summary

June 1, 2021

| Check Number | Check Date | Payee Tax ID | Payee | | Amount |
|---|---|---|---|---|---|
| **VASH** | | | | | |
| 152467 | 6/1/21 | *****2062 | John M Ferguson | | **71.00** |
| 152480 | 6/1/21 | *****5735 | Michael Wimmer | | **122.00** |
| 152493 | 6/1/21 | *****9543 | Steven Williamson | | **52.00** |
| 152497 | 6/1/21 | *****7845 | Troy Mills | | **29.00** |
| 152554 | 6/1/21 | *****9325 | JOW & AAW, LLC | | **-422.00** |
| 152556 | 6/1/21 | *****9326 | Western Addition Apartments, LLC | | **1,483.00** |
| 152557 | 6/1/21 | *****1636 | Jimmy Bhatia | | **1,180.00** |
| 152558 | 6/1/21 | *****2361 | George Edward Cole | | **1,267.00** |
| 152573 | 6/1/21 | *****2116 | MSR Rental Properties, LLC<br>C/O EEN Property Management | | **1,700.00** |
| 60121011 | 6/1/21 | *****4636 | Felipe Amarante | DD - ES | **1,487.00** |
| 60121022 | 6/1/21 | *****3909 | Ken Bartlett | DD - ES | **1,747.00** |
| 60121026 | 6/1/21 | *****7492 | Adrienne Kelly Belton | DD - ES | **720.00** |
| 60121036 | 6/1/21 | *****7075 | Som N Bhatia | DD - ES | **751.00** |
| 60121049 | 6/1/21 | *****8860 | Joe Burns | DD - ES | **1,073.00** |
| 60121050 | 6/1/21 | *****2513 | Clara Beatriz Cardenas | DD - ES | **1,500.00** |
| 60121072 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **-582.58** |
| 60121073 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **-328.30** |
| 60121074 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **-944.44** |
| 60121075 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **2,485.84** |
| 60121076 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **6,783.27** |
| 60121077 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **-306.01** |
| 60121078 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **3,822.22** |
| 60121079 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **6,729.11** |
| 60121080 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **7,527.55** |
| 60121081 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **8,670.36** |
| 60121082 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **5,722.82** |
| 60121083 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **7,127.58** |
| 60121084 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **1,283.64** |
| 60121085 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **11,693.78** |
| 60121086 | 6/1/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **9,522.35** |
| 60121087 | 6/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **4,574.00** |
| 60121088 | 6/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **5,515.00** |

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| | | | | | |
|---|---|---|---|---|---|
| 60121089 | 6/1/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **6,862.00** |
| 60121105 | 6/1/21 | *****9507 | Olga M. Disney | DD - ES | **1,181.00** |
| 60121111 | 6/1/21 | *****3406 | Mercy Housing California XXXVIII<br>East Leland Court Apartments | DD - ES | **600.00** |
| 60121126 | 6/1/21 | *****4032 | Fox Creek Apartments | DD - ES | **789.00** |
| 60121129 | 6/1/21 | *****4432 | FFR Investments LLC | DD - ES | **1,826.00** |
| 60121140 | 6/1/21 | *****5111 | Gateway Apartments | DD - ES | **3,413.00** |
| 60121159 | 6/1/21 | *****5267 | Abhilash Gupta | DD - ES | **1,729.00** |
| 60121170 | 6/1/21 | *****6728 | David T. Hennigan | DD - ES | **3,269.00** |
| 60121236 | 6/1/21 | *****3555 | Yiping I. and Frederic Leroudier | DD - ES | **2,546.00** |
| 60121241 | 6/1/21 | *****3386 | James J. Busby and Irvin Deutcher a Partnership DBA<br>Crestview Apartments | DD - ES | **1,142.00** |
| 60121248 | 6/1/21 | *****1547 | Paul Livson | DD - ES | **3,074.00** |
| 60121257 | 6/1/21 | *****7378 | Marina Heights Apartments, LP | DD - ES | **4,330.00** |
| 60121258 | 6/1/21 | *****7378 | Marina Heights Apartments, LP | DD - ES | **3,181.00** |
| 60121259 | 6/1/21 | *****7378 | Marina Heights Apartments, LP | DD - ES | **1,103.00** |
| 60121264 | 6/1/21 | *****1494 | Xiangwen Lu | DD - ES | **4,841.00** |
| 60121278 | 6/1/21 | *****2242 | James McDonald | DD - ES | **1,500.00** |
| 60121318 | 6/1/21 | *****9886 | Northstar Financial Group, LLC | DD - ES | **619.00** |
| 60121366 | 6/1/21 | *****7228 | Ramsey Horton | DD - ES | **1,974.00** |
| 60121371 | 6/1/21 | *****6703 | Amerasia Real Estate Fund LLC | DD - ES | **2,843.00** |
| 60121372 | 6/1/21 | *****7083 | Reliant - Woods Grove, LP | DD - ES | **3,631.00** |
| 60121391 | 6/1/21 | *****7396 | Sierra Pacific Properties Inc<br>Sierra Pacific Properties Inc | DD - ES | **3,931.00** |
| 60121392 | 6/1/21 | *****7789 | Siena Court Apartments | DD - ES | **1,161.00** |
| 60121393 | 6/1/21 | *****7396 | Sierra Pacific Properties<br>Peppertree Apartments | DD - ES | **2,430.00** |
| 60121394 | 6/1/21 | *****7396 | Sierra Pacific Properties<br>Woodland Hills Apartments | DD - ES | **1,893.00** |
| 60121407 | 6/1/21 | *****3465 | Ramzi D Srouji | DD - ES | **1,958.00** |
| 60121410 | 6/1/21 | *****0437 | Suisun City Housing Authority | DD - ES | **1,413.67** |
| 60121429 | 6/1/21 | *****2094 | Raphael Minhtuyen Tran | DD - ES | **1,713.00** |
| 60121448 | 6/1/21 | *****4563 | Isidoro Weitzman | DD - ES | **1,957.00** |
| 60121451 | 6/1/21 | *****4908 | Lewis White & Ruth White<br>Elma Ruth White | DD - ES | **1,553.00** |

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| | | |
|---|---|---|
| **VASH** | HAP | 156,307.00 |
| | UR | 282.00 |
| | Damage Claim | 0.00 |
| | Vacancy Claim | 0.00 |
| | Administrative Fee | 3,929.86 |
| | FSS Escrow Account | 0.00 |
| | Shelter Plus Security Deposit | 0.00 |
| | Other | 0.00 |
| | **All Payments** | **$160,518.86** |

| | | |
|---|---|---|
| **Grand Total** | | |
| | HAP | 1,695,378.36 |
| | UR | 9,642.20 |
| | Damage Claim | 0.00 |
| | Vacancy Claim | 0.00 |
| | Administrative Fee | 8,233.31 |
| | FSS Escrow Account | 0.00 |
| | Shelter Plus Security Deposit | 0.00 |
| | Other | 0.00 |
| | **All Payments** | **$1,713,253.87** |

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# Check Summary

June 15, 2021

| | Check Number | Check Date | Payee Tax ID | Payee | | Amount |
|---|---|---|---|---|---|---|
| **Housing Choice Voucher** | | | | | | |
| * | 152582 | 6/15/21 | | Nevada Rural Housing Authority | | **4,535.21** |
| | 152583 | 6/15/21 | | San Diego Housing Commission | | **1,833.22** |
| | 152585 | 6/15/21 | *****2433 | Chau Chung | | **2,457.00** |
| | 152586 | 6/15/21 | *****6352 | Harris County Housing Authority | | **2,246.76** |
| | 152587 | 6/15/21 | *****2959 | San Francisco Housing Authority | | **3.71** |
| | 152588 | 6/15/21 | *****7605 | Portofino Apartments | | **26,645.00** |
| | 152589 | 6/15/21 | *****5770 | Ventana Rental Homes | | **1,116.00** |
| | 152590 | 6/15/21 | *****1102 | Ying Na Yeung | | **1,798.00** |
| * | 60921001 | 6/15/21 | | Fort Worth Housing Solutions<br>Forth Worth Housing Solutions | DD - ES | **3,637.06** |
| | 60921002 | 6/15/21 | *****5951 | Stoneman Apartments | DD - ES | **2,034.00** |
| | 60921003 | 6/15/21 | *****7469 | Jessica G. Platt | DD - ES | **1,480.00** |
| | 60921004 | 6/15/21 | *****8946 | Jienlin Chen | DD - ES | **519.00** |
| | 60921005 | 6/15/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **-296.94** |
| | 60921006 | 6/15/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **-37.47** |
| | 60921007 | 6/15/21 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **47.00** |
| | 60921009 | 6/15/21 | *****3097 | Silvester C. Henderson | DD - ES | **1,772.00** |
| | 60921010 | 6/15/21 | *****4910 | Sameer Jain | DD - ES | **2,256.00** |
| | 60921011 | 6/15/21 | *****4732 | Latif, LLC | DD - ES | **62.00** |
| | 60921012 | 6/15/21 | *****7378 | Marina Heights Apartments, LP | DD - ES | **1,585.00** |
| | 60921013 | 6/15/21 | *****0054 | NC Associates, Inc. | DD - ES | **52.00** |
| | 60921014 | 6/15/21 | *****7171 | New Way Management Services, Inc. | DD - ES | **2,062.00** |
| | 60921015 | 6/15/21 | *****0588 | Orange County Housing Authority<br>Orange County Housing Authority | DD - ES | **3.71** |
| | 60921016 | 6/15/21 | *****4809 | Robert W. Daniels | DD - ES | **2,679.00** |
| | 60921017 | 6/15/21 | *****7396 | Sierra Pacific Properties<br>Woodland Hills Apartments | DD - ES | **889.00** |

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| | | |
|---|---|---|
| **Housing Choice Voucher** | HAP | 59,111.53 |
| | UR | 124.00 |
| | Damage Claim | 0.00 |
| | Vacancy Claim | 0.00 |
| | Administrative Fee | 142.73 |
| | FSS Escrow Account | 0.00 |
| | Shelter Plus Security Deposit | 0.00 |
| | Other | 0.00 |
| | **All Payments** | **$59,378.26** |

# Check Summary

June 15, 2021

| Check Number | Check Date | Payee Tax ID | Payee | | **Amount** |
|---|---|---|---|---|---|
| **VASH** | | | | | |
| 152584 | 6/15/21 | *****9325 | JOW & AAW, LLC | | **4,286.00** |
| 60921005 | 6/15/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **296.94** |
| 60921006 | 6/15/21 | *****0746 | Contra Costa County Housing Authority | DD - ES | **37.47** |
| 60921007 | 6/15/21 | *****3772 | Creekside Apartment Investors LLC DBA Creekside Village | DD - ES | **416.00** |
| 60921008 | 6/15/21 | *****9507 | Olga M. Disney | DD - ES | **180.00** |
| 60921018 | 6/15/21 | *****0437 | Suisun City Housing Authority | DD - ES | **6.77** |

| | | |
|---|---|---|
| **VASH** | HAP | 5,127.00 |
| | UR | 0.00 |
| | Damage Claim | 0.00 |
| | Vacancy Claim | 0.00 |
| | Administrative Fee | 96.18 |
| | FSS Escrow Account | 0.00 |
| | Shelter Plus Security Deposit | 0.00 |
| | Other | 0.00 |
| | **All Payments** | **$5,223.18** |

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**Grand Total**

| | |
|---|---|
| HAP | 64,238.53 |
| UR | 124.00 |
| Damage Claim | 0.00 |
| Vacancy Claim | 0.00 |
| Administrative Fee | 238.91 |
| FSS Escrow Account | 0.00 |
| Shelter Plus Security Deposit | 0.00 |
| Other | 0.00 |
| **All Payments** | **$64,601.44** |

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**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Chair and Governing Board Members

**FROM:** Garrett Evans, Executive Director

**SUBJECT:** Adoption of a Housing Authority Resolution Approving the Pittsburg Chamber of Commerce 2021-2022 Lease and Common Area Maintenance Offset

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

The Pittsburg Chamber of Commerce (Chamber) entered into a sublease agreement (Sublease) for its operations located at 985 Railroad Avenue (Premises). Pursuant to Sections 3.2 (a) and 5.4 of the Sublease, the Chamber may provide services to the community in lieu of rent and common area maintenance (CAM) charges to be paid by the Chamber. The City and the Chamber have worked together to develop the scope of services (Lease and CAM Offset 2021-2022) to be provided by the Chamber to the City in lieu of paying lease and CAM charges.

## FISCAL IMPACT

The 2021-2022 lease for the Premises is $2.00 per square foot for 2,879 square feet of space; $5,758 monthly or $69,096 annually. The 2021-2022 CAM is $1,660.95 monthly or $19,931.40 annually. The 2021-2022 lease and CAM combined for the Premises is $89,027.40; accounted for in Fund 248. The proposed Lease and CAM Offset 2021-2022 is attached as Exhibit A to this staff report and is not to exceed $89,027.40. Neither the City nor Housing Authority of the City of Pittsburg (Housing Authority) will be required to make payments for services rendered above the Lease and CAM Offset 2021-2022.

## RECOMMENDATION

Housing Authority adopt the Resolution and approve the Lease and CAM Offset 2021-2022.

## BACKGROUND

The former Redevelopment Agency of the City of Pittsburg (Agency) and Domus Development LLC (Domus) executed a disposition and development agreement (DDA) dated November 21, 2005, pursuant to which the Agency leased the property to Domus under a ground lease, a memorandum of which is recorded as Document No. 2006-

0094848-00 in the official records of the Contra Costa County. Pursuant to the DDA and the ground lease, Domus was required to construct an affordable housing project on the property identified in the ground lease consisting of 28 affordable housing units and 8,000 square feet of commercial space (Gateway Project later known as Entrata).

The Agency and a limited partnership formed by Domus known as Gateway Mixed Use Development entered into a master lease agreement dated October 1, 2007, whereby the Agency had a leasehold interest in the 8,000 square feet of commercial space. The Agency entered into sublease agreements with various tenants for portions of the commercial space.

The Sublease between the Agency and the Chamber was approved and executed on March 16, 2009 by Agency Resolution 09-1350 and City Council Resolution 09-11179.

On June 2011, the California Legislature adopted, the Governor signed, and the California Supreme Court, in California Redevelopment Association, et al. v. Ana Matosantos, et al. upheld ABx1 26 (Dissolution Law), legislation that amended the California Redevelopment Law and dissolved the Agency on February 1, 2012. The Dissolution Law provides that the City may elect to assume the assets and responsibilities for the housing functions previously performed by the Agency or by default the housing function would be transferred to the local housing authority. On January 17, 2012, by City Council Resolution 12-11753 and Housing Authority Resolution 12-261, the City transferred and the Housing Authority accepted all rights, responsibilities, and function related to housing previously performed by the Agency to the Housing Authority.

The Chamber was notified by a letter dated June 4, 2012 that the Sublease was transferred from the Agency to the Housing Authority.

## SUBCOMMITTEE FINDINGS

This item was not discussed in a subcommittee.

## STAFF ANALYSIS

The Housing Authority calculates the rent annually using the Consumer Price Index rate in December 2020 and the total CAM charges for calendar year 2020 to determine the Lease and CAM Offset amount for 2021-2022.

The scope of services provided in the Lease and CAM Offset 2021-2022 include: 1) publication and distribution of newsletters, eBlasts, brochures, and flyers; 2) Think Pittsburg Campaign and Mugshot Mondays; 3) career fair at Pittsburg High School; 4) mock interviews with Pittsburg High School students; 5) Small Business Saturday – Keep it Local Campaign; 6) National Manufacturing Day; and 7) Professional business development workshops.

The Lease and CAM Offset 2021-2022 is effective July 1, 2021 and will expire on June 30, 2022 (Term). During the Term, the Chamber will submit on a regular basis, reports that show progress in achieving the tasks listed in the Lease and CAM Offset 2021-2022. Included in the reports will be documentation necessary to support the efforts completed.

Attachments: Resolution
Exhibit A - Lease and CAM Offset 2021-2022

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Approving The Pittsburg Chamber of Commerce )
2021-2022 Lease And Common Area ) RESOLUTION NO. 21-
Maintenance Offset )

WHEREAS, the former Redevelopment Agency of the City of Pittsburg (Agency) and Domus Development LLC (Domus) executed a disposition and development agreement (DDA) dated November 21, 2005, pursuant to which the Agency leased the property to Domus under a ground lease; and

WHEREAS, pursuant to the DDA and the ground lease, Domus was required to construct an affordable housing project on the property identified in the ground lease consisting of 28 affordable housing units and 8,000 square feet of commercial space (Gateway Project later known as Entrata); and

WHEREAS, the Agency and a limited partnership formed by Domus known as Gateway Mixed Use Development entered into a master lease agreement dated October 1, 2007, whereby the Agency had leasehold interest in the 8,000 square feet of commercial space. The Agency entered into sublease agreements with various tenants for portions of the commercial space; and

WHEREAS, the Agency and the Pittsburg Chamber of Commerce (Chamber) entered into a sublease agreement (Sublease) for a portion of the commercial space for its operations located at 985 Railroad Avenue (Premises). The Sublease was approved and executed on March 16, 2009 by Agency Resolution 09-1350 and City Council Resolution 09-11179; and

WHEREAS, pursuant to Sections 3.2 (a) and 5.4 of the Sublease, the Chamber may provide services to the community in lieu of rent and common area maintenance (CAM) charges to be paid by the Chamber; and

WHEREAS, on June 2011, the California Legislature adopted, the Governor signed, and the California Supreme Court, in California Redevelopment Association, et al. v. Ana Matosantos, et al. upheld ABx1 26 (Dissolution Law), legislation that amended the California Redevelopment Law and dissolved the Agency on February 1, 2012; and

WHEREAS, the Dissolution Law provides that the City may elect to assume the assets and responsibilities for the housing functions previously performed by the Agency or by default the housing function would be transferred to the local housing authority. On January 17, 2012, by City Council Resolution 12-11753 and Housing Authority Resolution 12-261, the City transferred and the Housing Authority of the City of Pittsburg (Housing Authority) accepted all rights, responsibilities, and function related to housing previously performed by the Agency; and

WHEREAS, the Chamber was notified by a letter dated June 4, 2012 that the Sublease was transferred from the Agency to the Housing Authority; and

WHEREAS, the Housing Authority calculates the rent annually using the Consumer Price Index rate in December 2020 and the total CAM charges for calendar year 2020 to determine the Lease and CAM Offset amount for 2021-2022; and

WHEREAS, the 2021-2022 Lease for the Premises is $2.00 per square foot for 2,879 square feet of space; $5,758 monthly or $69,096 annually. The 2021-2022 CAM is $1,660.95 monthly or $19,931.40 annually. The 2021-2022 Lease and CAM combined for the Premises is $89,027.40; and

WHEREAS, the scope of services provided in the Lease and CAM Offset 2021-2022 include: 1) publication and distribution of newsletters, eBlasts, brochures, and flyers; 2) Think Pittsburg Campaign and Mugshot Mondays; 3) career fair at Pittsburg High School; 4) mock interviews with Pittsburg High School students; 5) Small Business Saturday – Keep it Local Campaign; 6) National Manufacturing Day; and 7) Professional business development workshops; and

WHEREAS, the Lease and CAM Offset 2021-2022 is effective July 1, 2021 and will expire on June 30, 2022 (Term). During the Term, the Chamber will submit on a regular basis, reports that show progress in achieving the tasks listed in the Lease and CAM Offset 2021-2022. Included in the reports will be documentation necessary to support the efforts completed.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Housing Authority hereby approves the Pittsburg Chamber of Commerce 2021-2022 Lease and CAM offset.

PASSED AND ADOPTED by the Housing Authority of the City of Pittsburg at a regular meeting on the 16th day of August, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Alice E. Evenson, Agency Secretary

**EXHIBIT A**

**2021-2022 LEASE/CAM OFFSET**

| ENTRATA Lease/CAM Offset Task | Activity | Performance Measure |
|---|---|---|
| **Community Outreach/Chamber Communications**<br>Promote events throughout the city | Publish/Distribute City and PACF events:<br>1) Events flyers as needed | **Action items:**<br>*Promote events on social media.<br><br>**Reporting:**<br>*Submit a list of items posted and a sample of a social media post reports. |
| **Economic Development**<br>Market Pittsburg's Think Pittsburg with Business Retention Visits | Promote Think Pittsburg message through Chamber's business retention visits.<br><br>This includes:<br>*Mugshot visits – done with Chamber Members on their 6th month anniversary<br>* Develop a one year anniversary program. | *Due to unknown social distancing regulations, if applicable, Business retention visits will be done virtually, and content developed to promote and market Pittsburg businesses.*<br><br>**Action items:**<br>*Provide the list of businesses receiving visits each quarter.<br>**Reporting:**<br>*Submit a copy of a social media post as an example.<br>*Follow up with businesses to see if there was any positive impact from the visit |
| **Youth Workforce Development/ CareerLINK Program**<br>Conduct a Career Fair at PHS | *Host/Coordinate the event. | *Due to unknown social distancing regulations, if applicable, CareerLINK may be virtual. The Chamber fully anticipates hosting this event.*<br><br>**Action items:**<br>*Share the date, location of the event and submit flyer to City Staff at least 1 month before.<br>* Promote the event or companies coming on our<br>e-blast and website, then promote results on social media<br>**Reporting:**<br>*Provide the number of attendees as reported by PUSD and the number of companies registering and attending. |
| **Youth Workforce Development/ InterviewLINK Program** | *Host/coordinate the event. | *Due to unknown social distancing regulations, if applicable, Interviews will be conducted on Zoom or similar* |

| | | |
|---|---|---|
| Conduct mock interviews at PHS | | *platforms. The Chamber fully anticipates hosting this event.*<br><br>**<u>Action items:</u>**<br>*Share the date, location of the event and submit flyer to City Staff at least 1 month before.<br>* Promote the results of the event on social media and thank the individuals/companies that lent their time.<br>* Create on InterviewLINK page resources for youth and residents for interviewing.<br>**<u>Reporting:</u>**<br>*Provide the number of attendees per PUSD<br>* Provided the number of interviews per PUSD/Chamber. |
| **Economic Development**<br>Small Business Saturday-Keep It Local Campaign | *Chamber register as City of Pittsburg "Neighborhood Champion" through National Small Business Saturday & Amex Program<br>*Coordinate Keep it local community event and social media campaign | *Due to unknown social distancing regulations, if applicable, Small Business Saturday will be video promotions and promotions of on-line selling. The Chamber will, as previously, work with businesses on creating incentives for shoppers.*<br><br>**<u>Action items:</u>**<br>*Kick off the event in August to ensure a successful event in November by coordinating business participation.<br>* Distribute the kits to businesses to encourage them to self promote the event. Promote participating business/shopping centers on social media.<br>* Conduct a social media picture campaign **<u>Reporting:</u>**<br>*Provide the list of businesses/shopping centers that participate. Follow up meeting with participants to measure success (i.e. increase foot traffic or sales) and report results. |
| **Workforce Development**<br>**Big Business Outreach**<br>Made in Pittsburg - National Manufacturing Day | The Pittsburg Chamber will work In collaboration with City of Pittsburg, PUSD, LMC and Contra Costa COE on the current MFG DAY events to tour local manufacturers and LMC ETEC and | *Due to the unknown social distancing regulations, if applicable, the Chamber will work with the Manufacturers to conduct virtual tours and provide workforce development information. The Chamber fully intends to host this event.* |

| | | |
|---|---|---|
| | PTEC program, but in addition, the Chamber will bring back Made in Pittsburg – to run additional tours to Pittsburg manufacturers. | **Action items:**<br>*Share the date, location of the events and submit the flyer/materials to City Staff at least 2 months before.<br>*Promote event and manufacturers on social media. Advertise the companies participating, post allowable pictures during the tours, and in the gallery after the event.<br>*Explore doing videos featuring each manufacturer or jobs within it or run something the company already has.<br><br>**Reporting:**<br>*Provide the list of participating businesses<br>* Provide the number of attendees as provided by PUSD. |
| **Workforce Development Small Business Outreach** Professional Development Workshops Conduct classes on business education | *Conduct 1-2 hour courses: Suggested topics. 1) How to create a business plan.2) How to obtain a business loan.3) How to obtain license/permits (business license, Health Department, fictitious name, ABC) *(This meeting may include a tour of City Hall & services offered)* 4) How to market your business.5) How to purchase a business.6) How to succeed in business.*(Topics can vary but must be educational and focus on business)* *Courses can be on-line, symposiums, one-on-one.* | **Action items:**<br>*Due to unknown social distancing regulations, workshops will be conducted by Zoom trainings and interviews that will also be archived for future playback, until lifted. Topics may cover:*<br>*-Business License process*<br>*-Opportunity Zone*<br>*-COVID-19 Response, Funding, and "Business in the NEW California"*<br>*-Best Practice Power Sessions (Peer forums to help business to business innovation)*<br>*-Influencer Interviews*<br><br>*Share the date, location of the event and submit flyer to City Staff at least a month before. Promote on social media and with targeted calls to businesses.<br><br>**Reporting:***Provide the number of attendees and submit sign in sheets from each event. Follow up meeting with attendees to measure success (i.e. did they open for business, did they obtain a loan, etc.) if the business is willing to share the information, as it is confidential with the SBDC. |

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Public Hearing On Urban Water Management Plan and Water Shortage Contingency Plan For 2020

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

The City is required by the Urban Water Management Planning Act to prepare and adopt an Urban Water Management Plan every five years that documents the City's plans for securing water supplies to meet current and future demand. The 2020 Plan is attached to this report for the City Council's consideration for adoption.

## FISCAL IMPACT

None from this action. However, urban water suppliers that do not prepare, adopt, and submit an urban water management plan to the California Department of Water Resources are ineligible for funds or drought assistance from the State.

## RECOMMENDATION

City Council open the public hearing, take public comment, keep the public hearing open and continue the item until September 20, 2021, to resume the public hearing and take action.

## BACKGROUND

On June 6, 2016, the City Council approved Resolution 16-13192 adopting the 2015 Urban Water Management Plan (UWMP.) The 2020 UWMP addresses additional amendments to the UWMP Act that have occurred since the 2015 plan, as well as new guidelines established by the State's Department of Water Resources (DWR).

The UWMP Act requires every urban water supplier providing water to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP every five years. At the time of preparation of the 2020 UWMP, the City supplied water to over 20,300 active services connections.

The 2020 UWMP used data from July 1, 2019, to June 30, 2020, and includes complete 2020 data, as required by DWR guidelines.

The draft 2020 UWMP is attached to this report and is available for viewing at the City Clerk's office (65 Civic Avenue) and may be downloaded from the City's website. Public comments will be accepted until the public hearing is closed.

## SUBCOMMITTEE FINDINGS

This item was not brought before a subcommittee.

## STAFF ANALYSIS

The City's 2020 UWMP is an update to the 2015 Plan adopted by the City Council on June 6, 2016 and documents the City's plan to ensure adequate water supply to meet existing and future demand under a range of water supply conditions, including shortages.

Water-service planning allows the City to evaluate its goals for reliable supply and water use efficiency, identify opportunities and challenges to maximize the beneficial use of water, and provide an additional public forum for discussion of issues that impact water resources.

The 2020 UWMP presents forecasted water supplies and demand and describes the City's opportunities to manage water demand and use recycled water. The plan also includes population estimates based on a projected City growth rate of 1.3%. For example, the plan forecasts that the City's population will be 109,700 in 2045.

The updated UWMP incorporates recommendations from the City's principal water supplier, the Contra Costa Water District (CCWD), as detailed in the district's Future Water Supply Study, and CCWD's own 2020 Urban Water Management Plan.

Staff coordinated with CCWD and Delta Diablo in preparing this 2020 UWMP. As the City's raw water wholesaler, CCWD provided information on water supply reliability and drought risk. Delta Diablo provided data on wastewater treatment and water recycling.

The Plan also includes a Water Shortage Contingency Plan that specifies demand management measures and provisions for using recycled water. Chapter 5 of the attached 2020 UWMP discusses the City's plan to reduce water use to meet Water Use Target (see Table 7-F). The 2020 water use target is 131 gallons per capita per day (gpcd). In Pittsburg, the rate of actual daily water use per person in 2015 was 116 gallons per day, and in 2020 was 111 gallons per day. Both meet the 2020 target.

The City has already taken steps to help ensure water use continues to meet the 2020 target, including: (1) installing an irrigation control system for 71 landscaped areas in the City; (2) extending the recycled water system to new sites (3) adopting a Landscape Maintenance Master Plan aimed at reducing water demand in parks, medians, and rights-of-way; and (4) implementing monthly water budgets for large landscape accounts.

Public Participation

The City encouraged public participation in development and review of this UWMP. On July 28, 2021, staff posted a notice on the City website alerting customers that preparation of the updated UWMP was underway and providing a City contact for more information. A Notice of Public Hearing to receive comments on the draft UWMP was published in the East Bay Times, a major local newspaper of general circulation in the City's service area. The notice advised the public that copies of the draft 2020 UWMP were available for review at the City Clerk's office prior to the hearing, or on the City's website, and that written comments could be sent to the City until September 20, 2021.

Wholesale and Retail Coordination

The City coordinated closely with CCWD and Delta Diablo in preparing this UWMP. In May 2021, the City sent CCWD and Delta Diablo notification letters stating that the 2020 UWMP was being prepared. Delta Diablo provided data on wastewater treatment and current and projected water recycling. The City also provided CCWD with a memorandum outlining the requested data, such as projections for water demand, use of groundwater use and population forecasts.

County Notification

Contra Costa County was notified by mail that the City's 2020 UWMP was under preparation. The letter was sent in May 2021.

Staff will take comments from the public and City Council on the draft UWMP and consider them for inclusion in the subsequent version of the 2020 UWMP scheduled for consideration by the City Council on September 20, 2021.

ATTACHMENTS: Draft 2020 Urban Water Management Plan
Draft Water Shortage Contingency Plan
2020 Urban Water Management Plan Presentation

Report Prepared By: Gina Haynes, Senior Civil Engineer

CITY OF PITTSBURG

# 2020
# URBAN WATER MANAGEMENT PLAN

Final Draft

July 2021

AKEL
ENGINEERING GROUP, INC.

July 27, 2021

City of Pittsburg
357 E 12th Street
Pittsburg California, 94565

Attention: Jason Moser, Project Manager

Subject: **2020 Urban Water Management Plan**

Dear Jason:

We are pleased to submit the City of Pittsburg 2020 Urban Water Management Plan (2020 UWMP) which is intended to address the Urban Water Management Planning Act (UWMPA) of 1983 and amendments thereof.

The City's 2015 UWMP received letters of review and completeness from the Department of Water Resources. This 2020 UWMP addresses additional amendments to the UWMPA and new guidelines established by the Department of Water Resources, including a 2020 Water Shortage Contingency Plan (2020 WSCP), as a separate document. Water supply reliabilities and demands are projected through a planning horizon of 2045.

We extend our thanks to you, Richard Abono, Public Works Director, Gina Haynes, Senior Civil Engineer, and other City staff whose courtesy and cooperation were valuable in reviewing and completing this study.

Sincerely,

AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.
Principal

Enclosure: 2020 Urban Water Management Plan

City of Pittsburg
2020 Urban Water Management Plan

# Contact Sheet

Date this plan was submitted to the Department of Water Resources:

Name of Person(s) preparing this plan:

**Jason Moser,** Project Manager
City of Pittsburg
Phone: (925) 225-6997
Email: jmoser@ci.pittsburg.ca.us

**Tony Akel**, P.E., Project Manager
Akel Engineering Group, Inc.
Phone: (559) 436-0600
Fax (559) 436-0622
Email: takel@akeleng.com

The Water supplier is a Municipality

The Water supplier is a Retailer

Utility Services provided by the water supplier include: Water, Sewer

Is this Agency a Bureau of Reclamation Contractor? No

Is this Agency a State Water Project Contractor? No

# Acknowledgements

## City Council

**Merl Craft**, Mayor

**Holland Barrett White**, Vice Mayor

**Shanelle Scales-Preston**

**Juan Antonio Banales**

**Jelani Killings**

## Management Personnel

**Richard Abono**, Public Works Director/City Engineer

**Jason Moser**, Water Plant Superintendent

**Gina Haynes**, Senior Civil Engineer

# City of Pittsburg
# 2020 Urban Water Management Plan

## Table of Contents

Page No.


**CHAPTER 1 – INTRODUCTION AND OVERVIEW ..... 1-1**
1.1 BACKGROUND AND PURPOSE ..... 1-1
1.2 URBAN WATER MANAGEMENT PLANNING AND THE CALIFORNIA WATER CODE ..... 1-2
1.3 REPORT ORGANIZATION ..... 1-3
1.4 PUBLIC PARTICIPATION AND PLAN ADOPTION ..... 1-4
1.5 UWMPS AND GRANT OR LOAN ELIGIBILITY ..... 1-5
1.6 PREVIOUS URBAN WATER MANAGEMENT PLANS ..... 1-5

**CHAPTER 2 – PLAN PREPARATION ..... 2-1**
2.1 BASIS FOR PREPARING A PLAN ..... 2-1
2.2 REGIONAL PLANNING ..... 2-1
2.3 INDIVIDUAL OR REGIONAL PLANNING AND COMPLIANCE ..... 2-2
2.4 FISCAL OR CALENDAR YEAR AND UNITS OF MEASURE ..... 2-2
2.5 COORDINATION AND OUTREACH ..... 2-2
2.5.1 Wholesale and Retail Coordination ..... 2-3
2.5.2 Coordination with Other Agencies and Community ..... 2-3

**CHAPTER 3 – SYSTEM DESCRIPTION ..... 3-1**
3.1 GENERAL DESCRIPTION ..... 3-1
3.1.1 Location ..... 3-1
3.1.2 Water Service Area ..... 3-1
3.1.3 Land Use ..... 3-1
3.1.4 Socioeconomic Conditions ..... 3-4
3.2 CLIMATE DATA ..... 3-4
3.2.1 Historical Climate Data ..... 3-4
3.2.2 Climate Change ..... 3-5
3.2.2.1 Water Supply ..... 3-6
3.2.2.2 Groundwater ..... 3-6
3.2.2.3 Flooding ..... 3-6
3.2.2.4 Water Quality ..... 3-6
3.3 SERVICE AREA POPULATION AND DEMOGRAPHICS ..... 3-7

**CHAPTER 4 – SYSTEM WATER USE ..... 4-1**
4.1 NON-POTABLE VERSUS POTABLE WATER USE ..... 4-1
4.2 WATER USES BY SECTOR ..... 4-1
4.2.1 Historical Water Use ..... 4-2
4.2.2 Projected Water Use ..... 4-3
4.2.3 Maximum Day Demand ..... 4-5
4.3 DISTRIBUTIONS SYSTEM WATER LOSSES ..... 4-5
4.4 ESTIMATING FUTURE WATER SAVINGS ..... 4-6
4.5 WATER USE FOR LOWER INCOME HOUSEHOLDS ..... 4-7
4.6 CLIMATE CHANGE ..... 4-8

# Table of Contents

Page No.

**CHAPTER 5 – BASELINES AND TARGETS ..... 5-1**
5.1 2010 UWMP BASELINE AND TARGETS ..... 5-1
5.2 BASELINE PERIODS ..... 5-2
5.2.1 Determination of the 10-15 Year Baseline Period (Baseline GPCD) ..... 5-2
5.2.2 Determination of the 5-year Baseline Period (Target Confirmation) ..... 5-3
5.3 SERVICE AREA POPULATION ..... 5-4
5.4 GROSS WATER USE ..... 5-6
5.5 BASELINE DAILY PER CAPITA WATER USE ..... 5-10
5.6 2020 FINAL TARGETS ..... 5-11
5.6.1 5-Year Baseline – 2020 Target Confirmation ..... 5-12
5.7 2020 COMPLIANCE DAILY PER CAPITA WATER USE ..... 5-12
5.8 REGIONAL ALLIANCE ..... 5-13

**CHAPTER 6 – SYSTEM SUPPLIES ..... 6-1**
6.1 PURCHASED OR IMPORTED WATER ..... 6-1
6.2 GROUNDWATER ..... 6-1
6.2.1 Basin Description ..... 6-1
6.2.1.1 Groundwater Basin ..... 6-1
6.2.2 Groundwater Management ..... 6-3
6.2.2.1 Groundwater Management Plan ..... 6-3
6.2.2.2 Integrated Regional Water Management Plan ..... 6-3
6.2.2.3 California Statewide Groundwater Elevation Monitoring Program ..... 6-4
6.2.2.4 Salt and Nutrient Management Program ..... 6-4
6.2.3 Overdraft Conditions ..... 6-4
6.2.4 Historical Groundwater Pumping ..... 6-5
6.3 SURFACE WATER ..... 6-5
6.4 STORMWATER ..... 6-5
6.5 WASTEWATER AND RECYCLED WATER ..... 6-5
6.5.1 Recycled Water Coordination ..... 6-6
6.5.2 Wastewater Collection, Treatment, and Disposal ..... 6-6
6.5.2.1 Wastewater Collected Within Service Area ..... 6-6
6.5.2.2 Wastewater Treatment and Discharge within Service Area ..... 6-7
6.5.3 Recycled Water System ..... 6-8
6.5.4 Recycled Water Beneficial Uses ..... 6-8
6.5.4.1 Current and Planned Uses of Recycled Water ..... 6-9
6.5.4.2 Planned Versus Actual Use of Recycled Water ..... 6-10
6.5.5 Actions to Encourage and Optimize Future Recycled Water Use ..... 6-11
6.6 DESALINATED WATER OPPORTUNITIES ..... 6-12
6.7 EXCHANGES OR TRANSFERS ..... 6-12
6.8 FUTURE WATER PROJECTS ..... 6-13
6.9 SUMMARY OF EXISTING AND PLANNED SOURCES OF WATER ..... 6-15
6.10 ENERGY INTENSITY ..... 6-16

# Table of Contents

Page No.

**CHAPTER 7 – WATER SUPPLY RELIABILITY ASSESSMENT ..... 7-1**
7.1 CONSTRAINTS ON WATER SOURCES ..... 7-1
7.1.1 Surface Water ..... 7-1
7.1.1.1 Water Quality Factor ..... 7-1
7.1.1.2 Legal Factors ..... 7-2
7.1.2 Groundwater ..... 7-3
7.1.2.1 Legal Factors ..... 7-3
7.1.2.2 Environmental Factors ..... 7-3
7.1.2.3 Water Quality Factors ..... 7-3
7.1.2.4 Climatic Factors ..... 7-4
7.1.3 Recycled Water ..... 7-4
7.1.3.1 Legal factors ..... 7-4
7.1.3.2 Water Quality Factors ..... 7-4
7.2 RELIABILITY BY TYPE OF YEAR ..... 7-4
7.2.1 Types of Years ..... 7-4
7.2.2 Sources for Water Data ..... 7-6
7.3 SUPPLY AND DEMAND ASSESEMENT ..... 7-6
7.4 MANAGEMENT TOOLS AND OPTIONS ..... 7-8
7.5 DROUGHT RISK ASSESSMENT ..... 7-9
7.5.1 DRA Data, Methods, and Basis for Water Shortage Conditions ..... 7-9
7.5.2 DRA Individual Water Source Reliability ..... 7-10
7.5.3 DRA Total Water Supply and Use Comparison ..... 7-11

**CHAPTER 8 – WATER SHORTAGE CONTINGENCY PLANNING ..... 8-10**
8.1 WATER SUPPLY RELIABILITY ANALYSIS ..... 8-10
8.2 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT ..... 8-10
8.3 SIX STANDARD WATER SHORTAGE LEVELS ..... 8-11
8.4 SHORTAGE RESPONSE ACTIONS ..... 8-13
8.5 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY ..... 8-14

**CHAPTER 9 – DEMAND MANAGEMENT MEASURES ..... 9-1**
9.1 DEMAND MANAGEMENT MEASURES AND IMPLEMENTATION ..... 9-1
9.1.1 Water Waste Prevention Ordinances ..... 9-1
9.1.2 Metering ..... 9-2
9.1.3 Conservation Pricing ..... 9-2
9.1.4 Public Outreach and Rebate Programs ..... 9-2
9.1.4.1 Water Conservation Rebate Programs ..... 9-3
9.1.5 Programs to Assess and Manage Distribution System Real Loss ..... 9-4
9.1.6 Water Conservation Program Coordination and Staffing Support ..... 9-4
9.1.7 Other Demand Management Measures ..... 9-4

**CHAPTER 10 – PLAN ADOPTION, SUBMITTAL AND IMPLEMENTATION ..... 10-1**
10.1 INCLUSION OF ALL 2020 DATA ..... 10-1
10.2 NOTICE OF PUBLIC HEARING ..... 10-1
10.2.1 Notice to Cities and Counties ..... 10-1

# Table of Contents

Page No.

10.2.2 Notice to the Public ..... 10-2
10.3 PUBLIC HEARING AND ADOPTION ..... 10-2
10.4 PLAN SUBMITTAL ..... 10-2
10.5 PUBLIC AVAILABILITY ..... 10-2
10.6 AMENDING AND ADOPTED UWMP ..... 10-2
**CHAPTER 11 – DWR CHECKLIST ..... 11-1**

## Figures

Page No.

Figure 3-1 Regional Location Map ..... 3-2
Figure 3-2 Existing Service Area ..... 3-3
Figure 3-3 Historical Annual Rainfall ..... 3-5
Figure 4-1 Historical Water Use and Population ..... 4-3
Figure 6-1 Groundwater Subbasins ..... 6-2
Figure 8-1 Annual Assessment Reporting Timeline ..... 8-11

## Tables

Page No.

Table 2-1 Public Water Systems ..... 2-1
Table 2-2 Plan Identification ..... 2-1
Table 2-3 Supplier Identification ..... 2-2
Table 2-4 Water Supplier Information Exchange ..... 2-3
Table 3-1 Average Climate Data ..... 3-4
Table 3-2 Population – Current and Projected ..... 3-7
Table 4-1 Demands for Potable and Non-Potable Water – Actual ..... 4-2
Table 4-2 Use for Potable and Non-Potable Water – Projected ..... 4-4
Table 4-3 Total Water Use ..... 4-4
Table 4-4 Last Five Years of Water Loss Audit Reporting ..... 4-6
Table 4-5 Inclusion in Water Use Projections ..... 4-7
Table 5-1 Baselines and Targets Summary ..... 5-1
Table 5-2 2020 Compliance ..... 5-13
SBX7-7 Table 1 Baseline Period Ranges ..... 5-3
SBX7-7 Table 2 Method for Population Estimates ..... 5-4
SBX7-7 Table 3 Service Area Population ..... 5-5
SBX7-7 Table 4 Annual Gross Water Use ..... 5-7
SBX7-7 Table 4-A Volume Entering the Distribution System (Raw water from CCWD) ..... 5-8
SBX7-7 Table 4-A Volume Entering the Distribution System (Local Groundwater) ..... 5-9
SBX7-7 Table 5 Gallons Per Capita Per Day (GPCD) ..... 5-10
SBX7-7 Table 6 Gallons Per Capita Per Day Summary ..... 5-11
SBX7-7 Table 7 2020 Target Method ..... 5-11
SBX7-7 Table 7-A Target Method 1 ..... 5-11
SBX7-7 Table 7-F Confirm Minimum Reduction for 2020 Target ..... 5-12
SBX7-7 Table 9 2020 Compliance ..... 5-13
Table 6-1 Groundwater Volume Pumped ..... 6-5
Table 6-2 Wastewater Collected Within Service Area in 2020 ..... 6-7
Table 6-3 Wastewater Treatment and Discharge Within Service Area in 2020 ..... 6-8
Table 6-4 Recycled Water Direct Beneficial Uses Within Service Area ..... 6-9
Table 6-5 2015 UWMP Recycled Water Use Projection Compared to 2020 Actual ..... 6-10
Table 6-6 Methods to Expand Future Recycled Water Use ..... 6-12

## Tables

Page No.

Table 6-7 Expected Future Water Supply Projects or Programs ..... 6-13
Table 6-8 Water Supplies – Actual ..... 6-15
Table 6-9 Water Supplies – Projected ..... 6-16
Table 7-1 Basis of Water Year Data ..... 7-5
Table 7-2 Normal Year Supply and Demand Comparison ..... 7-7
Table 7-3 Single Dry Year Supply and Demand Comparison ..... 7-7
Table 7-4 Multiple Dry Years Supply and Demand Comparison ..... 7-8
Table 7-5 Five-Year Drought Risk Assessment ..... 7-11
Table 8-1 Water Shortage Levels ..... 8-12
Table 8-2 Water Shortage Contingency Plan Levels ..... 8-13
Table 10-1 Notification to Cities and Counties ..... 10-1
Table 11-1 DWR checklist ..... 11-2

## Appendices

Appendix A DWR Recommended Tables
Appendix B Existing and Alternative Future Land Use Maps
Appendix C Energy Intensity Analysis
Appendix D Water Shortage Contingency Plan
Appendix E Urban Water Management Plan Adoption Resolution and Notifications

# CHAPTER 1 – INTRODUCTION AND OVERVIEW

This chapter introduces the purpose of the Urban Water Management Plan (UWMP) and its importance to the City of Pittsburg (City) as well as Department of Water Resources (DWR). This chapter also includes the coordination and outreach that took place for this UWMP to come to fruition as well as documenting the milestones for adopting the UWMP and for submitting it to the DWR.

## 1.1 BACKGROUND AND PURPOSE

Water suppliers must submit an Urban Water Management Plan to the Department of Water Resources in accordance with California Water Code requirements. The purpose of the UWMP is to review and maintain the reliability of urban water supplies, ensure that future beneficial use can be complemented by sufficient water supply, continue to promote policies and programs that benefit water conservation, and provide a means for response during water supply shortages and drought conditions. In addition to being filed every five years, the Urban Water Management Plan must satisfy requirements defined in the Urban Water Management Planning Act (UWMPA) of 1983 and any amendments thereof.

Since passage of the UWMPA, there have been more than 20 amendments to the Act. According to the UWMPA, an UWMP must be prepared by an urban water supplier that supplies over 3,000 acre-feet (AF) of water a year, or services 3,000 or more connections.

In April 2018, DWR completed the review of the City's 2015 UWMP and its supplements, and issued a letter of completeness. The UWMPA has undergone significant expansion and revision since the last UWMP Guidebook was prepared in 2015. Prolonged droughts, groundwater overdraft, regulatory revisions, and changing climatic conditions affect not only each Supplier's water reliability determinations, but also the broad picture of statewide water reliability overseen by DWR, the State Water Resources Control Board (State Water Board), and the Legislature. Accordingly, the Act has grown to address changing conditions, and it guides California's water resources management.

Thus, this 2020 UWMP includes updates to the 2015 UWMP and addresses additional amendments to the UWMPA and new guidelines established by DWR. This report references the tables required by DWR in their 2020 UWMP Guidebook published in March 2021, which have been completed and included in **Appendix A**.

## 1.2 URBAN WATER MANAGEMENT PLANNING AND THE CALIFORNIA WATER CODE

The drought of 1976-1977 created shortages of water supplies throughout California. With several cities and water districts/agencies witnessing reduction in their water supplies and having to look for additional water sources elsewhere, an immediate need for a statewide, local level, long-term water management planning arose. To dramatically reduce future emergencies caused by inadequate planning of water resources, the Urban Water Management Planning Act was proposed and adopted in 1983. State Assembly Bill 797 modified the California Water Code Division 6 in 1983, creating the UWMPA. Since this Assembly Bill, more than 20 amendments have changed the quantity of data required, as well as increasing the planning elements included in this 2020 plan.

Early amendments to the UWMPA required 20-year planning horizons in 5-year increments for the comparison of water use to sources of water supply. More recently, these planning projections have been extended to 25-year planning horizons in order to maintain the 20-year projections, while the subsequent UWMP is completed.

Additional amendments included requirements that water supplier's UWMP provide provisions for a Water Shortage Contingency Plan, which would meet the specifications set forth in the UWMPA; demand management measures; and provisions for recycled water use. Recycled water use was added to reporting requirements due to its additional reliability for alternative water supply, and most notably, as an additional supply for future water use demand. Individual water purveyors, in coordination with other water purveyors in the same general area and to the extent practicable, must work to prepare the Water Shortage Contingency Plan. The individual water supplier must also describe the water demand management measures that are currently in practice, or those scheduled to be practiced.

More than 15 amendments have been passed since the year 2000, amending the UWMPA and increasing reporting for the UWMP. Included in these amendments are SB 610 (Costa, 2001) and AB 901 (Daucher, 2001), which require urban water purveyors to review information regarding water to supply new large developments. Additionally, SB 318 (Alpert, 2004) requires the plan to review opportunities involved in the development of desalinated water, included but not limited to, ocean, brackish, and groundwater, as a long-term supply. AB 105 (Wiggins, 2004) requires suppliers to submit their completed UWMP to the California State Library. SBX7-7 requires the state and its municipal water purveyors to achieve a 20 percent reduction in urban per capita water usage by the year 2020. The "20X2020" plan is intended to reduce water usage per capita by 10% by the year 2015, and 20% by the year 2020.

The most recent of these amendments are:

- AB2242 (2018) requires an urban water supplier to include in its UWMP an assessment of the reliability of its water service to customers during normal, dry, and multiple dry years,

including a repeat of the five consecutive historic driest years the urban water supplier has experienced.

- SB606 (2018) adds new requirements to the UWMP process as well as established updated urban water use objectives and water use reporting requirements:
    - Prepare a drought risk assessment that examines water shortage risks for a drought lasting for the next five years.
    - Prepare a comprehensive Water Shortage Contingency Plan that will include water budgeting forecast procedures, standard water shortage levels, shortage response actions, and other protocols.
    - Enacts an annually required water supply and demand assessment wherein an urban water supplier will assess local demand and supply conditions and provide that information to DWR.

## 1.3 REPORT ORGANIZATION

This report is organized in accordance with the outline suggested by the Department of Water Resources for the 2020 Urban Water Management Plans.

**Chapter 1 – Introduction and Overview.** This chapter introduces the purpose of the Urban Water Management Plan (UWMP) and its importance to the City of Pittsburg (City) as well as Department of Water Resources (DWR).

**Chapter 2 – Plan Preparation.** This chapter describes the process that was used for the development of the UWMP. This chapter also includes the coordination and outreach that took place for this UWMP to come to fruition, as well as documenting the milestones for adopting the UWMP and for submitting it to the DWR.

**Chapter 3 – System Description.** This chapter describes the City's water service area. This description includes discussion of the City's location, the boundaries of the water service area, existing and future land use types, and climate. This chapter also summarizes the historical and projected population as well as a review of the City's demographics and socioeconomic conditions.

**Chapter 4 – System Water Use.** This chapter provides a description of the current and projected water uses within the City's service area. Additionally, a description of recycled water uses is provided. Water demands are projected through the year 2045.

**Chapter 5 – Baseline and Targets.** This chapter summarizes the methods used to estimate the target water use. As part of the 2020 UWMP update, this chapter evaluates if the City achieved the required water use reduction target.

**Chapter 6 – System Supplies.** The purpose of this chapter is to summarize the City's current and planned potable and non-potable water supply sources and volumes. This includes a description of each source and quantify the supply availability for each supply identified. Ongoing planning efforts for the potential use of recycled water within the City's service area are also summarized.

**Chapter 7 – Water Supply Reliability.** This chapter assesses the reliability of the City's water supply under normal conditions, single year dry conditions, and five-year dry conditions. The reliability assessment includes a comparison of projected water use versus expected water supply for the next 25 years. This chapter also includes the newly required Drought Risk Assessment, which is a review of the capability of the City's water supplies to meet demand for the next five years assuming a five-year drought occurs.

**Chapter 8 – Water Shortage Contingency Plan.** This chapter summarizes the City's Water Shortage Contingency Plan (WSCP). The WSCP is a separately adopted planning document that most notably outlines levels of water shortage conditions, demand reduction methods to be implemented in the event of a water shortage and the process the City will implement to perform an annual Supply and Demand assessment. The WSCP also includes discussion of the City's communication protocols during a water shortage, methods of determining compliance and enforcing water use prohibitions, estimating the financial consequences of a water shortage, and the methods the City has in place to monitor and report the effectiveness of any water demand reduction methods implemented.

**Chapter 9 – Demand Management Measures.** This chapter summarizes the demand management measures, which are additional measures the supplier plans on implementing to achieve its water use targets and maintain ongoing water conservation.

**Chapter 10 – Plan Adoption, Submittal and Implementation.** This chapter summarizes the process for adopting and submitting the UWMP as well as the ways the public can access the adopted UWMP.

## 1.4 PUBLIC PARTICIPATION AND PLAN ADOPTION

***Law***

> *10642. Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan. Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection and shall hold a public hearing thereon. Prior to the hearing, notice of the time and place of hearing shall be published ... After the hearing, the plan shall be adopted as prepared or as modified after the hearing.*

The UWMPA requires that the adopted UWMP demonstrate the water agency solicited public participation. In accordance with the stated law, the City held a public hearing for members of the community to provide comments, learn about existing and future water supplies of the city, and

raise concerns towards the plan being adopted. A notice of the public hearing was published in the local newspaper August 2nd & 9th, 2021, notifying interested parties that the draft 2020 UWMP was available at various City facilities and on the City's web page (www.ci-pittsburg.ca.gov) for review two successive weeks prior to adoption. After public hearing, the plan was adopted on September 20, 2021.

## 1.5 UWMPS AND GRANT OR LOAN ELIGIBILITY

***Law***

| | |
|---|---|
| *10608.56* | *(a) On and after July 1, 2016, an urban retail water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.*<br>*(c) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier …applicable to the water funds.*<br>*(e) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier … as a disadvantaged community.*<br>*(f) The department shall not deny eligibility to an urban retail water supplier or agricultural water supplier … is not implementing all of the requirements of this part or Part 2.8 (commencing with Section 10800).* |
| *10656* | *An urban water supplier is not eligible for a water grant or loan awarded or administered by the state unless the urban water supplier complies with this part.* |

Beginning in 2016 changes to California law require that urban retail water suppliers must comply with water conservation requirements established by the Water Conservation Act of 2009 in order to be eligible for State water grants or loans. For 2020 UWMPs, compliance with the Water Conservation Act of 2009 means that a water agency must have met its 2020 Urban Water Use Target, discussed further in Chapter 5; this compliance must be reported in the 2020 UWMP.

## 1.6 PREVIOUS URBAN WATER MANAGEMENT PLANS

The City of Pittsburg prepared a 2015 UWMP, which was adopted on June 6th, 2016. This UWMP documented the SBX7-7 baseline per capita was use, as well as the interim and 2020 water use targets. This UWMP documented the groundwater conditions, future water supply projects, the water shortage contingency plan, and demand management measures implemented to reduce water demands. The 2015 UWMP serves as a benchmark for the 2020 UWMP, as the 2020 UWMP will update the target projections consistent with the final Guidebook release from the Department of Water Resources.

# CHAPTER 2 – PLAN PREPARATION

This chapter describes the process that was used for the development of the UWMP. This chapter also summarizes the coordination and outreach that was conducted during the preparation of the UWMP.

## 2.1 BASIS FOR PREPARING A PLAN

The California Water Code (CWC) defines an "Urban water supplier" as a publicly or privately owned supplier of water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. At the time of preparation of the 2020 UWMP the City supplied water to over 20,300 active service connections, as summarized in Table 2-1, thereby qualifying as an urban water supplier and required to prepare an Urban Water Management Plan.

**Table 2-1 Public Water Systems**

| Public Water System Number | Public Water System Name | Number of Municipal Connections 2020 | Volume of Water Supplied 2020 (AF) |
|---|---|---|---|
| 0710008 | City of Pittsburg | 20,328 | 9,232 |

## 2.2 REGIONAL PLANNING

The City's 2020 UWMP is prepared as an individual UWMP and the City is not part of any regional alliance for planning purposes, as summarized in Table 2-2. However, the City does cooperate with other agencies, including the Contra Costa Water District, in the preparation of its UWMP.

**Table 2-2 Plan Identification**

| Select Only One | Type of Plan | Name of RUWMP or Regional Alliance |
|---|---|---|
| ☑ | **Individual UWMP** | |
| | ☐ Water Supplier is also a member of a RUWMP | Contra Costa Water District Alliance |
| | ☑ Water Supplier is also a member of a Regional Alliance | |
| ☐ | **Regional Urban Water Management Plan (RUWMP)** | |

## 2.3 INDIVIDUAL OR REGIONAL PLANNING AND COMPLIANCE

Consistent with the 2015 UWMP, the 2020 UWMP reports solely on the City's service area and is not a part of a regional alliance or regional urban water management plan (RUWMP).

## 2.4 FISCAL OR CALENDAR YEAR AND UNITS OF MEASURE

This UWMP has been prepared using fiscal year data, starting on July 1st and ending on June 30th of every year. This 2020 UWMP reports for FY2020 (July 1st 2019 to June 30th 2020) and includes complete 2020 data, as required by the DWR guidelines. The units of measure reported in all tables are acre-feet (AF), as shown in Table 2-3. The City is not a wholesale supplier.

**Table 2-3 Supplier Identification**

| Type of Supplier | |
|---|---|
| ☐ | Supplier is a wholesaler |
| ☑ | Supplier is a retailer |
| **Fiscal or Calendar Year** | |
| ☐ | UWMP Tables Are in Calendar Years |
| ☑ | UWMP Tables Are in Fiscal Years |
| If using fiscal years provide month and data that the fiscal year begins (mm/dd) | |
| 7/1 | |
| **Units of Measure Used in UWMP[1]** | |
| AF | |

Notes:

1. Units of DWR required tables are consistent in SBX7-7 compliance tables.

## 2.5 COORDINATION AND OUTREACH

The City is located within the Contra Costa Water District (CCWD) service area and received approximately 83% of its 2020 water supply from CCWD. CCWD provides untreated surface water, pumped from the Sacramento-San Joaquin Delta (Delta), which is delivered to the City's treatment facility via the Contra Costa Canal. Wastewater collected throughout the sewer service area is conveyed to the Delta Diablo Sanitation District (DDSD) Wastewater Treatment Plant (WWTP), where it is treated.

### 2.5.1 Wholesale and Retail Coordination

The preparation of the City's 2020 UWMP included coordination with CCWD and DDSD. Both CCWD and DDSD were notified by the City in April 2021 that this 2020 UWMP was under preparation. CCWD, as the City's wholesaler, provided information on water supply reliability and drought risk assessment findings as well as providing the draft 2020 UWMP for use in preparing the City's 2020 UWMP.

### 2.5.2 Coordination with Other Agencies and Community

The City has historically participated in integrated water resources planning and IRWM planning for the ECC IRWM Region The City has notified regional stakeholders of the draft plan availability and also made the draft plan available to the public in hard copy form and electronic form. The wholesale water suppliers informed of the City's projected water use are shown in Table 2-4.

**Table 2-4 Water Supplier Information Exchange**

| Wholesale Water Supplier Name |
|---|
| Contra Costa Water District |

# CHAPTER 3 – SYSTEM DESCRIPTION

This chapter describes the City's water service area. This description includes discussion of the City's location, the boundaries of the water service area, existing and future land use types, and climate. This chapter also summarizes the historical and projected population as well as a review of the City's demographics and socioeconomic conditions.

## 3.1 GENERAL DESCRIPTION

This section documents the City's location, service area, land use, and socioeconomic conditions.

### 3.1.1 Location

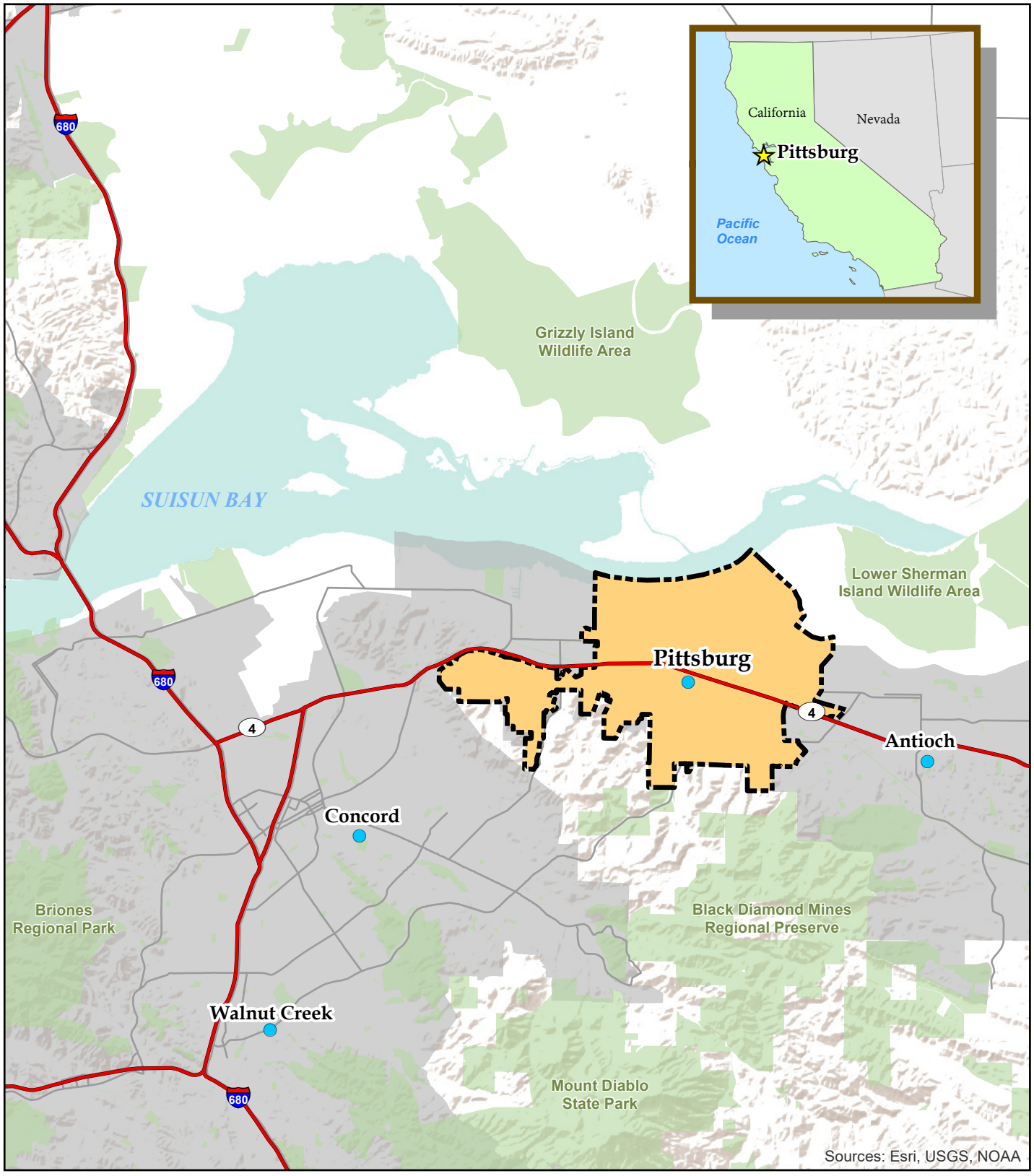
The City of Pittsburg is located on the eastern side of California's San Francisco Bay in Contra Costa County, as shown in Figure 3-1. It is bound on the north by the Suisun Bay, the City of Antioch on the east, and is surrounded by undeveloped hills to the south and the Concord Naval Weapons Station on the west.

### 3.1.2 Water Service Area

The City's water service area is consistent with the City limits (Figure 3-2) and reflects a total area of approximately 15.6 square miles. The water service area is a subset of the Pittsburg Planning Area, which is a larger area that extends beyond the City limits to the Sphere of Influence and is generally undeveloped. A portion of this undeveloped planning area, defined by the Urban Limit Line approved in 2007, is planned for eventual service by the City as development continues.

### 3.1.3 Land Use

The City's General Plan was adopted in 2004 and identified the planned future growth within the City's Urban Limit Line. Subsequent amendments to the General Plan Land Use modified these future land use conditions. The City is in the process of preparing the 2040 General Plan, which reflects an update to the planned land use condition. At the time of the preparation of the 2020 UWMP the City was in the process of selecting a General Plan Land Use Alternative to be included in the finalized 2040 General Plan. The City is also in the process of updating the 2015 Water System Master Plan (WSMP) and the 2021 WSMP will evaluate both land use alternatives as a basis for demand estimates. The existing and future land use maps, extracted from the City's 2040 General Plan, are provided in Appendix B and are considered a reasonable basis for future water system planning.




**Legend**

- City Limits
- Protected Open Space
- Urbanized Area

**PRELIMINARY**

N
W GIS E
S

0 0.5 1 2 Miles

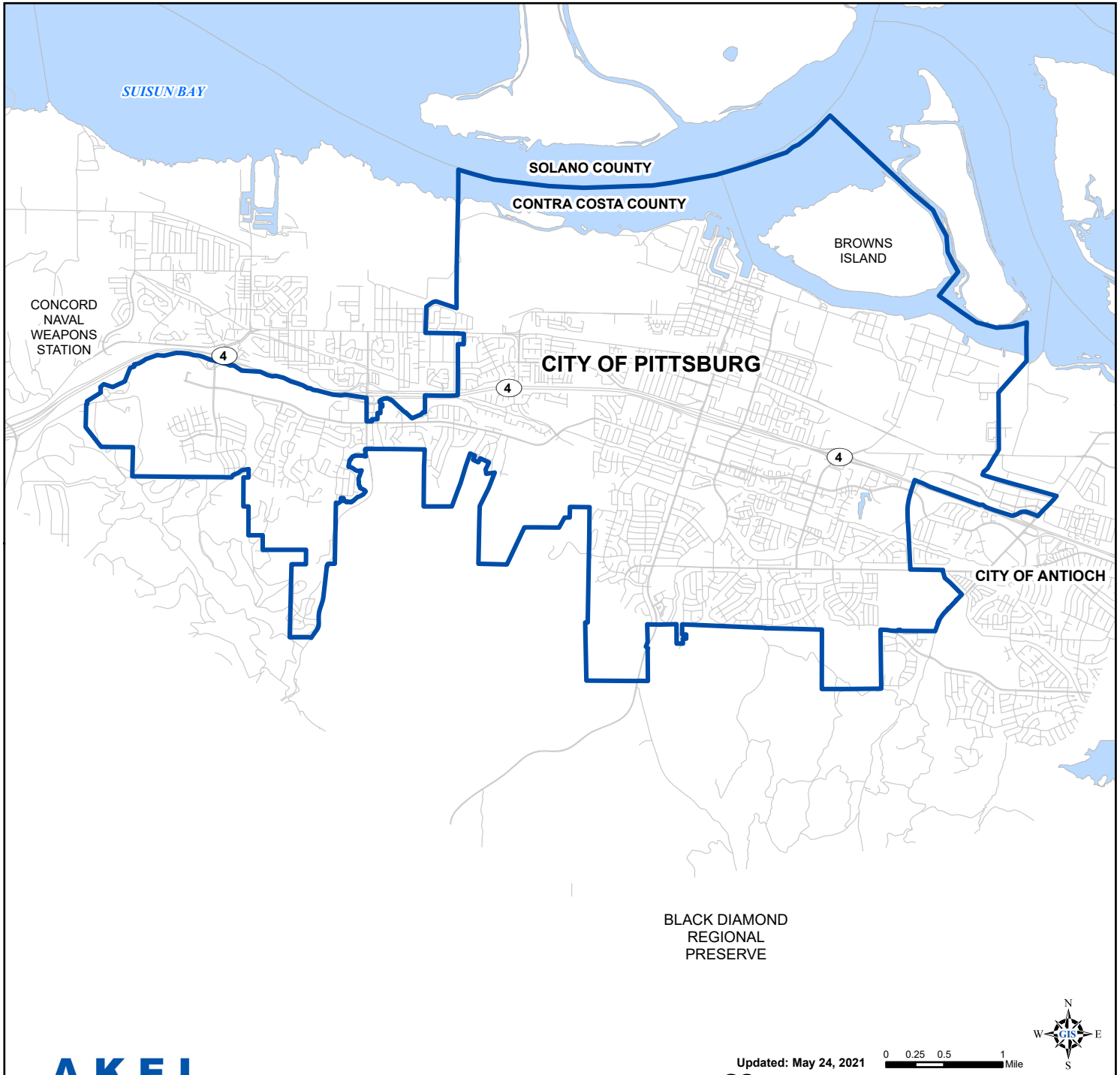
**Updated: May 24, 2021**

File Path: P:\xGIS\GIS_Projects\Pittsburg\Water\210521_2020 UWMP\PB_Fig3-1_ProjLoc_052421.mxd

AKEL ENGINEERING GROUP, INC.

# Figure 3-1
# Regional Location Map

2020 Urban Water Management Plan
City of Pittsburg




## Legend

- City Limits
- Street Centerlines
- Water Bodies

**PRELIMINARY**

# Figure 3-2
# Existing Service Area

2020 Urban Water Management Plan
City of Pittsburg

AKEL ENGINEERING GROUP, INC.

Updated: May 24, 2021

0 0.25 0.5 1 Mile

N W GIS E S

File Path: I:\AKEL\GIS_Projects\Pittsburg\Water\210521-2020 UWMP\PB_Fig3-2_ServiceArea_052421.mxd

### 3.1.4 Socioeconomic Conditions

Based on data from the U.S. Census American Community Survey the City has a median household income of approximately $74,500 per year and a per capita income of approximately $30,000 per year as of 2019. Approximately 21.2% of the population has a bachelor's degree or higher and 79.5% have a high school diploma or higher. Approximately 12.9% of the population live below the poverty line.

According to population and housing statistics prepared by the California Department of Finance the City has an average household occupancy of 3.22 people per household. Approximately 77% of the current residential units are single family residences, with the other 23% reflecting multiple family dwelling units. The 2020 residential vacancy rate is approximately 7.6%. In 2020, 48% of the City's water use was by single family homes and 13% of the water use by multi-family homes.

According to the 2019 ESRI Business Analysis, the primary sectors of employment include Services and Retail Trade sectors, which account for 39.4% and 22.3% of businesses, respectively. Businesses within Services and Retail Trader sectors comprise 823 of 1,293 businesses within the City. Out of the 1,293 businesses in Pittsburg are a small amount report 100 or more employees.

## 3.2 CLIMATE DATA

The following sections include a description of the City's historical climate data as well as a general summary of the potential impacts due to climate change.

### 3.2.1 Historical Climate Data

The City experiences a Mediterranean climate with hot summers and mild winters. Average summer temperatures range from highs in the upper 90s to lows in the 50s. Winter temperatures range from the 60s to the low 30s. Average climate data is included in Table 3-1.

**Table 3-1 Average Climate Data**

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Rainfall (inches) | 2.8 | 2.4 | 2.0 | 0.9 | 0.4 | 0.1 | 0.0 | 0.0 | 0.2 | 0.6 | 1.6 | 2.2 | **13.2** |
| Max. Daily Temp. (°F) | 54.0 | 60.3 | 65.5 | 71.6 | 78.6 | 86.1 | 91.1 | 89.9 | 86.3 | 77.4 | 64.4 | 54.9 | **73.3** |
| Min. Daily Temp. (°F) | 37.1 | 41.0 | 43.4 | 46.4 | 51.4 | 56.3 | 57.6 | 56.9 | 55.3 | 50.3 | 43.1 | 37.4 | **48.0** |
| Average ETo (inches) | 1.3 | 2.0 | 3.3 | 4.7 | 6.3 | 7.3 | 7.5 | 6.7 | 5.0 | 3.4 | 1.8 | 1.1 | **50.2** |

Note:
1. Source: WRCC station 040232 from 3/1955 – 5/2016
2. Source CIMIS Station 170 from 4/2001 - Current

Average precipitation is 13.2 inches a year, occurring predominantly from November through April. The warmer season of May through October creates a high demand for landscape water. Historical rainfall in the city is shown in Figure 3-3 and has ranged from 1.6 inches to in 2011 to 37.8 inches in 1983.

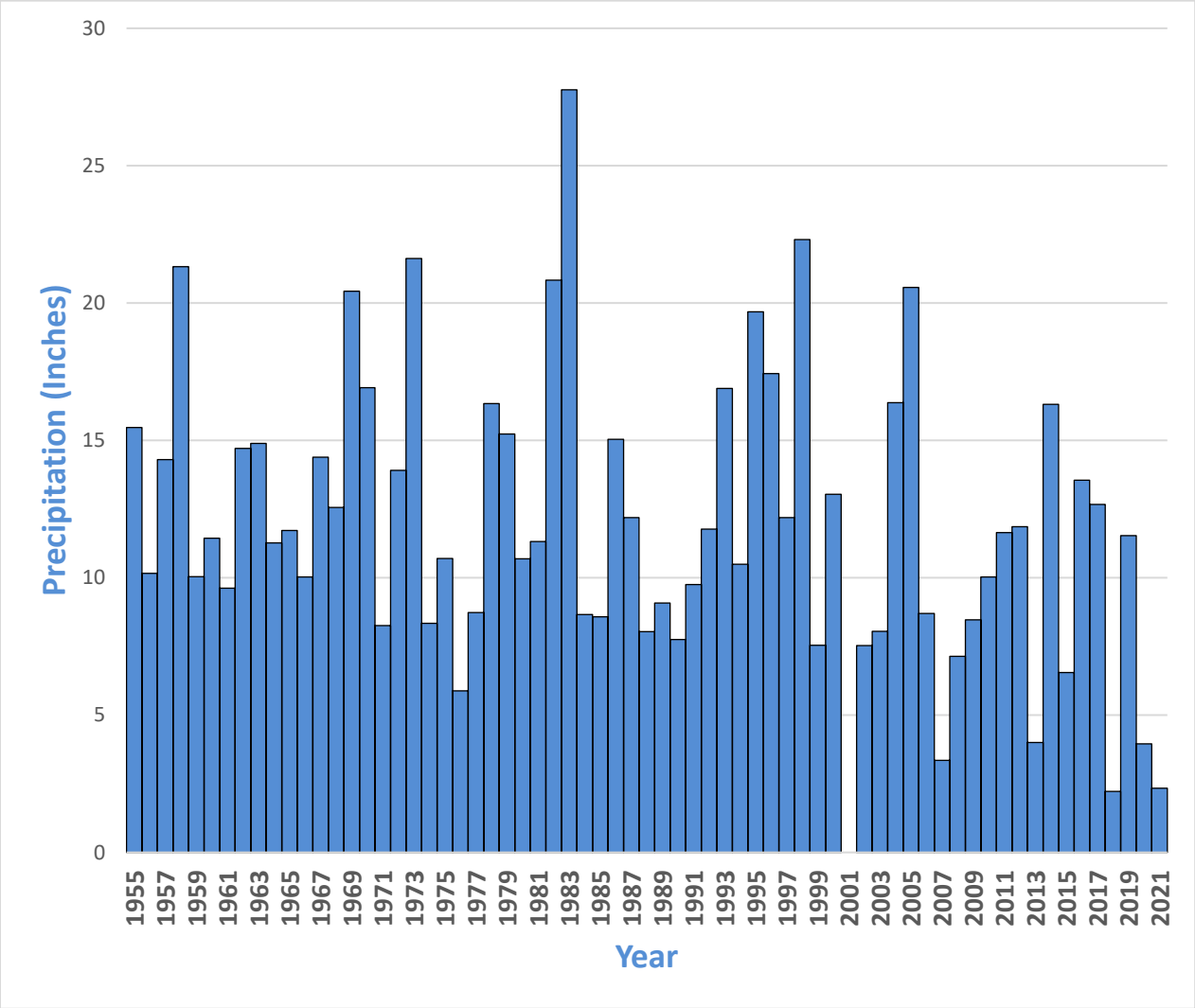



**Figure 3-3 Historical Annual Rainfall**

### 3.2.2 Climate Change

The following sections summarize the potential impacts to the City's water service area due to climate change. The ECCC IRWM plan update included a climate change vulnerability assessment for East Contra Costa County, which includes the City's service area. This section also includes a brief summary of local climate change modeling data available from the State of California's Cal-Adapt Climate Modeling System.

#### *3.2.2.1 Water Supply*

The City's potable water supply is comprised of two sources, both of which are treated at the Water Treatment Plant (WTP). These sources include surface water deliveries supplied by the Contra Costa Water District (CCWD), which makes up the vast majority of the City's supply, as well as groundwater supplies provided from two groundwater wells.

CCWD, in addition to other water suppliers, maintains intakes in the Delta as a source of surface water supply. This water source is considered unreliability due to already observed effects of seasonal runoff patterns and reduced waters supply reliability. Additionally, the quality of freshwater in the Delta is dependent on the operation of existing Central Valley Project/State Water Project (CVP/SWP) storage reservoirs, which are impacted by changes in snowpack and upstream river conditions. Sea level rise also has the potential to render unusable CCWD's existing Delta intake, with sea water inundation producing brackish or saline water.

Consistent with other regional efforts CCWD has implemented adaptation measures to address the impacts of climate change, including the operation of the Los Vaqueros Reservoir as a blending water source to offset saline water conditions. CCWD also operates the Delta intakes to maximize water quality and minimize pumping costs.

#### *3.2.2.2 Groundwater*

The City operates two groundwater wells which act as an additional source of water supply. While the City's current groundwater supply is generally considered reliable during various normal and dry water years changes, in local hydrology could affect the current natural recharge rates. This change could result in a reduction in the amount of groundwater that could be pumped sustainably. Recharge projects and participation in regional groundwater management planning efforts will help mitigate the effect of climate change on groundwater supplies.

#### *3.2.2.3 Flooding*

Flooding due to levee overtopping or failure poses a risk throughout Eastern Contra Costa County. Levee failure or flooding could contribute to reductions in water supply reliability, water treatment, and wastewater treatment and disposal. Water intake facilities, such as those operated by CCWD in the Delta, could be susceptible to sea water inundation.

#### *3.2.2.4 Water Quality*

Climate change will likely impact water quality management throughout the Eastern Contra Costa County region. CCWD's Delta surface waters supply is susceptible to water quality problems such as increase salinity in Delta intakes, increased turbidity and pollutants transported by river and stream flows, increased spikes in disinfectant byproduct precursors, increased contaminant concentrations during droughts, and lower dissolved oxygen levels. Additionally, chloride, bromide, and total organic carbon present in Delta water would dramatically increase should existing levee protection systems fail.

## 3.3 SERVICE AREA POPULATION AND DEMOGRAPHICS

The City is a growing community with over 6.5 percent of the Contra Costa County population residing within the City limits. The City of Pittsburg has shown steady population growth over the last 20 years. In 1979, the City has 29,100 residents; the population increased to 41,600 by 1986, to 63,264 by 2010, and by 2020 the City's population was 74,321. The average growth rate over the past 10 years is 1.6% per year. The population projections for 2025 through 2040, shown in Table 3-2, are based on the historical average growth rate of approximately 1.6% per year. For the planning purpose, the average growth rate of 1.3% is applied to the population projections for 2040 through 2045.

According to 2019 United States Census Bureau's data, the City of Pittsburg has a racially diverse population which is White (35.4%), Black or African American (15.4%), American Indian and Alaska Native (0.8%), Asian (16.7%), Native Hawaiian and Pacific Islander (0.6%), Hispanic or Latino (43.4%), with the rest more than one race or other race.

**Table 3-2 Population - Current and Projected**

| 2020 | 2025 | 2030 | 2035 | 2040 | 2045 |
|---|---|---|---|---|---|
| 74,321 | 82,056 | 89,492 | 96,408 | 102,840 | 109,700 |

# CHAPTER 4 – SYSTEM WATER USE

This chapter provides a description of the current and projected water uses within the City's service area. Additionally, a description of potential recycled water uses is provided. Water demands are projected through the year 2045.

## 4.1 NON-POTABLE VERSUS POTABLE WATER USE

The California State Water Code requires documentation of water use within the City's service area for potable, recycled, and raw water demands, as applicable. Currently the City only provides potable water supplies within the service area. However, Delta Diablo operates a recycled non-potable water distribution system that deliveries non-potable water supplies to customers within the City's service area. While the City is not responsible for the operation or maintenance of this non-potable water infrastructure, a summary of the current and projected non-potable water use is also included in the following sections.

## 4.2 WATER USES BY SECTOR

This section documents the historical and projected water use as well as the maximum day demand.

***Law***

*10631. (d) (1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following:*

*(A) Single-family residential.*
*(B) Multifamily.*
*(C) Commercial.*
*(D) Industrial.*
*(E) Institutional and governmental.*
*(F) Landscape.*
*(G) Sales to other agencies.*
*(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.*
*(I) Agricultural.*
*(J) Distribution system water loss.*

*(2) The water use projections shall be in the same five-year increments described in subdivision (a).*

### 4.2.1 Historical Water Use

The City currently provides domestic water to residential, commercial, industrial, and institutional customers within the City limits. At the time of preparation of the 2020 UWMP, based on the most recently available data, the City had recorded water delivery service to 18,744 single family residential users, 421 multi-family residential accounts, 745 commercial, institutional, and industrial accounts, and 366 landscape accounts. In 2020, domestic water use totaled approximately 9,232 AF, as summarized in Table 4-1, which was a 5.2% increase from 2015 water use of 8,772 AF.

**Table 4-1 Demands for Potable and Non-Potable Water – Actual**

| Use Type | 2020 Actual | | |
|---|---|---|---|
| | Additional Description | Level of Treatment When Delivered | Volume (AF) |
| Single Family | | Drinking water | 4,399 |
| Multi-Family | | | 1,184 |
| Commercial | | | 479 |
| Industrial | | | 889 |
| Institutional/Governmental | | | 152 |
| Landscape | | | 915 |
| Other | Hydrant meter | | 23 |
| Losses | | | 1,192 |
| **Total** | | | **9,232** |

Note: Losses included apparent loss, real losses, unmetered and other miscellaneous non-revenue water.

Figure 4-1 displays water use compared to population, which shows decreases in water use following droughts in 2007-2010 and 2013-2016 despite a rising population during the time period.

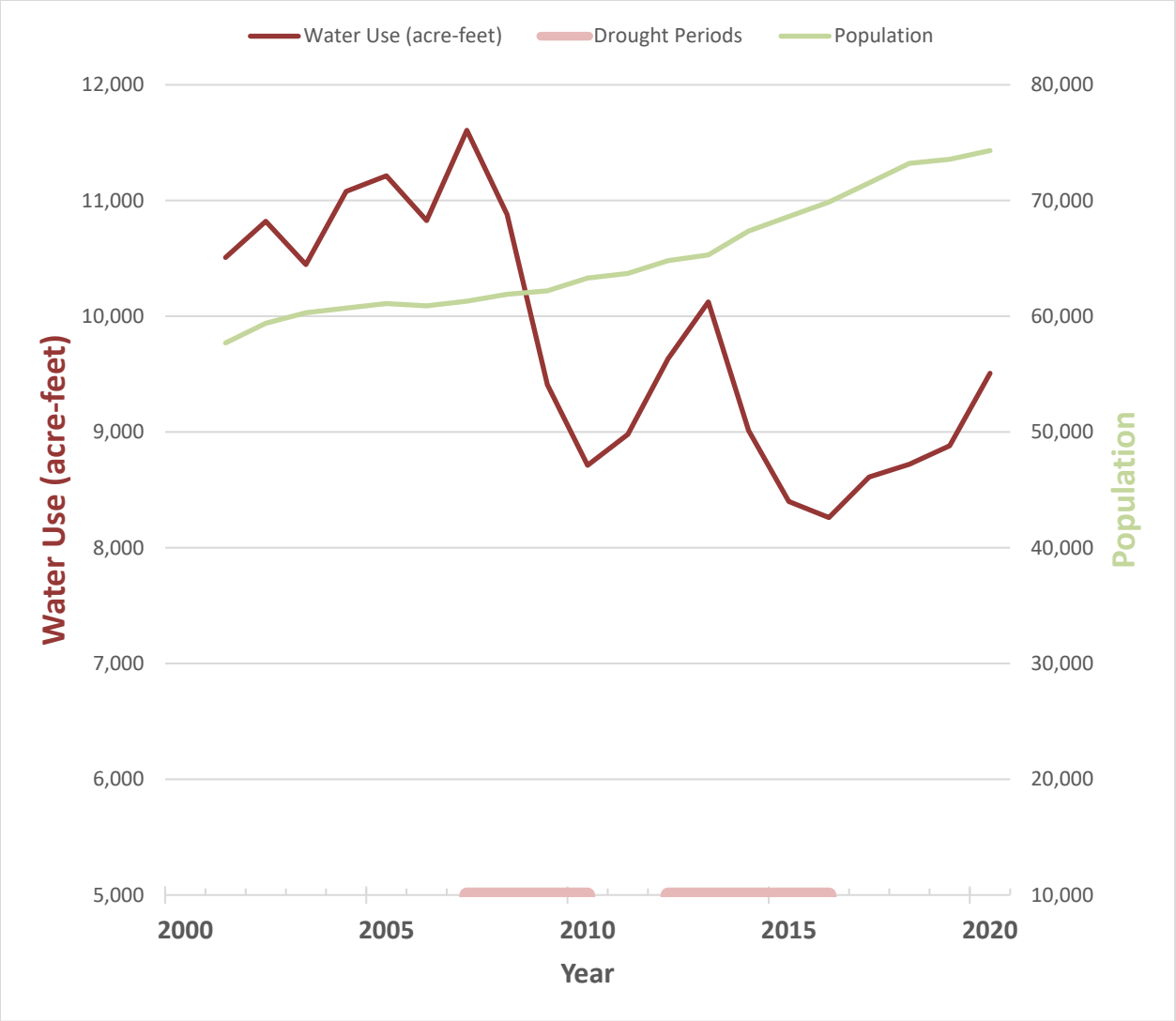



**Figure 4-1 Historical Water Use and Population**

### 4.2.2 Projected Water Use

Table 4-2 and Table 4-3, found on the following pages, summarize the potable water demand projection through the year 2045. To calculate the projected potable water demand through the UWMP planning horizon of 2045, a per capita water use of 120 gallons per day per capita (gpdc) was applied to the projected population. This per capita water use is less than the City's 2020 water use target and accounts for the effect of ongoing water conservation as well as active and passive water savings. The tables documenting the projected demands are summarized as follows:

- Table 4-2 summarizes the projected City-wide water demand by water use type. A line item for losses is included that reflects the difference between billed consumption and total

production and may include real and apparent losses as well as other sources of non-revenue water.

- Table 4-3 summarizes the total projected water demand, which includes projected recycled water demand. The recycled water demand projections are discussed in detail in Chapter 6.

### Table 4-2 Use for Potable and Non-Potable Water - Projected

| Use Type | Additional Description | Projected Water Use | | | | |
|---|---|---|---|---|---|---|
| | | 2025 (AF) | 2030 (AF) | 2035 (AF) | 2040 (AF) | 2045 (AF) |
| Single Family | | 5,256 | 5,732 | 6,175 | 6,587 | 7,026 |
| Multi-Family | | 1,415 | 1,543 | 1,662 | 1,773 | 1,891 |
| Commercial | | 572 | 624 | 672 | 717 | 765 |
| Industrial | | 1,062 | 1,158 | 1,248 | 1,331 | 1,420 |
| Institutional/Governmental | | 181 | 198 | 213 | 227 | 242 |
| Landscape | | 1,093 | 1,192 | 1,284 | 1,370 | 1,461 |
| Other | Hydrant meters | 28 | 30 | 33 | 35 | 37 |
| Losses | | 1,424 | 1,553 | 1,673 | 1,784 | 1,903 |
| **Total** | | **11,031** | **12,030** | **12,960** | **13,824** | **14,745** |

Note: Losses included apparent loss, real losses, unmetered and other miscellaneous non-revenue water.

### Table 4-3: Total Water Use (AFY)

| | 2020 | 2025 | 2030 | 2035 | 2040 | 2045 |
|---|---|---|---|---|---|---|
| Potable Water, Raw, Other Non-Potable (from Table 4-1 and Table 4-2) | 9,232 | 11,031 | 12,030 | 12,960 | 13,824 | 14,745 |
| Recycled Water Demand (from Table 6-4) | 111 | 311 | 311 | 311 | 311 | 311 |
| **TOTAL WATER USE** | **9,343** | **11,342** | **12,341** | **13,271** | **14,135** | **15,056** |

### 4.2.3 Maximum Day Demand

Maximum Day Demand is a significant demand condition on the water supply system. This condition is defined as the maximum 24-hour use period in the year. Peaking factors are commonly used as a way of simulating the maximum day demand for future demand scenarios. This multiplier is assessed to the average day demand, and is commonly in the order of 2 to 2.5 times greater than the average day demand. However, the City's 2015 Water System Master Plan specified a maximum day demand peaking factor of 1.8. The Water System Master Plan is currently being updated. It is not anticipated that the maximum day peaking factor will change as a result of the update.

## 4.3 DISTRIBUTIONS SYSTEM WATER LOSSES

***Law***

*10631 (d)(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following…*

*(J) Distribution system water loss*

*(3) (A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section*

*(B) The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.*

*(C) In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.*

As part of the 2020 UWMP update, urban water suppliers are required to quantify the previous five years distribution system water losses in a manner consistent with the American Water Works Association (AWWA) water system balance methodology. The City has completed the required water loss audit worksheet in accordance with the DWR guidelines and the projected losses from 2017 to 2020 are summarized on the following page in **Table 4-4**. The city-wide distribution system losses identified using the AWWA water system balance methodology for the 2020 UWMP were determined to be 946 AF.

**Table 4-4 Last Five Years of Water Loss Audit Reporting**

| Reporting Period Start Date | Volume of Water Loss[2] (AF) |
|---|---|
| July 2015[1] | 671 |
| July 2016 | 568 |
| July 2017 | 616 |
| July 2018 | 745 |
| July 2019 | 946 |

Note:
1. July 2015 reporting period water loss estimated based on recent water loss audits.
2. Water losses reported in Table 4-4 include real and apparent water losses.

## 4.4 ESTIMATING FUTURE WATER SAVINGS

***Law***

*10631 (d)(4) (A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.*

*(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following:*
*(i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections.*
*(ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these*

Consistent with the 2015 UWMP, water savings from codes, standards and ordinances, typically known as passive savings, were considered in the demand projections. Water demand projections also include water demand estimates for lower income residences. For future water savings, the demand projections assume that the percentage of water savings due to codes and ordinances will increase proportionally with population.

**Table 4-5 Inclusion in Water Use Projections**

| | |
|---|---|
| Are Future Water Savings Included in Projections? | Yes |
| Are Lower Income Residential Demands Included In Projections? | Yes |

The City encourages system-wide water conservation in collaboration with its water wholesaler, CCWD. This collaboration includes ongoing customer outreach and multiple resources offered through the CCWD Water Conservation. The resources and programs implemented by the City and in coordination with CCWD are described in Chapter 9.

In addition to end use water conservation methods and programs, reductions in water use can be achieved from the implementation of state and local efficiency codes including the use of residential weather-based irrigation controllers and high efficiency landscape practices, all of which are expected to achieve additional water use reductions throughout the City's water service area.

## 4.5 WATER USE FOR LOWER INCOME HOUSEHOLDS

***Law***

*10631.1 (a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.*

*California Health and Safety Code 50079.5*

*(a) "Lower income households" means persons and families whose income does not exceed the qualifying limits for lower income families…In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually.*

SB 1087 (Florez, 2005) amended the UWMPA to require urban water suppliers to include single family and multi-family residential units for lower income households as identified by the City, County, or combination of both within the service area of the provider. According to the City's most recent Housing Element Update (2015-2023), an estimated 49% of households in the city are lower-income, defined as having incomes below 80% of the area median income, which includes low, very low, and extreme low-income households. Future per Housing Element, the

City's Regional Housing Need Allocation for 2014 through 2022 for lower income housing is 646 units.

For conservative planning purposes the average single family residential household water consumption rate was used to estimate the future water demands of these 646 lower income housing units. It should be noted that typically these lower income housing units are provided in the form of multi-family housing units, which have a lower household water use rate than single family residential. The projected demands documented the 2020 UWMP are incorporated by assuming that low income housing growth is consistent with medium and high income housing growth.

## 4.6 CLIMATE CHANGE

Pittsburg's water use varies by more than 50% seasonally. For example, in 2020 Fiscal Year, the minimum monthly water use was 563 AF January 2020, increasing to 986 AF in August 2019, suggesting that water demand in the City, in particular for landscape irrigation and industrial purposes, will increase as a result of more frequent, longer, and more extreme heat waves; increased air temperature; increased atmospheric carbon dioxide levels; changes in precipitation, winds, humidity, atmospheric aerosol and ozone levels; and population growth. Without additional conservation efforts, the effects of increasing temperature will increase these landscape irrigation, industrial cooling needs and challenge the City's water supply system.

As water conservation becomes permanently incorporated through the use of high efficiency fixtures and conservation mindsets, this leaves less room for water use reductions during a significant drought event. This hardening of water conservation makes the City potentially more vulnerable to the effects of climate change.

# CHAPTER 5 – BASELINES AND TARGETS

Senate Bill X7-7 (SBX7-7) was approved by the Governor of California on November 10, 2009, This Senate Bill required urban water suppliers to set target goals for water conservation, which were to be achieved by the year 2020. These goals were referred to as the "20X2020" goals and included reducing per capita consumption by 20 percent by the year 2020. This chapter summarizes the methods used to estimate the target water use. As part of the 2020 UWMP update, this chapter evaluates if the City achieved the required water use reduction target.

Due to ongoing water conservation policies and practices within the City's service area the 2020 per capita water demand target has been achieved.

## 5.1 2010 UWMP BASELINE AND TARGETS

The evaluation of a supply source or storage needs for future growth is commonly achieved by evaluating past water consumption on a per person basis. The future needs of the supply source can then be evaluated by applying the per capita consumption rate, expressed as gallons per capita per day (gpcd), to the projected population. Table 5-1 summarizes the baseline periods and per capita water use targets determined as part of the SBX7-7 calculations. The City had an average gpcd of 161 from 1990 to 2007, while the average from 2008 to 2013 remained relatively flat at approximately 135 gpcd. Conservation efforts were successful in lowering the water consumption to a per capita water consumption rate of 116 gpcd in the year 2015, and 111 gpcd in the year 2020.

**Table 5-1 Baselines and Targets Summary**

| Baseline Period | Start Year | End Year | Per Capita Water Use | |
|---|---|---|---|---|
| | | | Average Baseline (gpcd) | Confirmed 2020 Target (gpcd) |
| **10-15 year** | 1999 | 2008 | 163 | 131 |
| **5 Year** | 2004 | 2008 | 163 | |

## 5.2 BASELINE PERIODS

This section discusses the baseline periods used in the UWMP. The baseline periods discussed in this section are consistent with the 2015 UWMP.

### 5.2.1 Determination of the 10-15 Year Baseline Period (Baseline GPCD)

***Law***

> *10608.12 (b) "Base daily per capita water use" means any of the following:*
>
> *(1) The urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.*
>
> *(2) For an urban retail water supplier that meets at least 10 percent of its measure retail water demand through recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier, the urban retail water supplier may extend the calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004 and no later than December 31, 2010.*

To adequately project future water use, SBX7-7 must be considered with the appropriate reductions. As part of the new requirements for reductions in water use, a range in years needs to be selected for calculating the base daily (historical) per capita water use.

SBX7-7 allows the selection of either 10 or 15 years as a base period for calculating the average consumption per capita. If the recycled water use exceeds 10 percent of potable water production, a 15-year base period is allowed. Otherwise, a 10-year base period should be used. Additionally, a 5-year base period is to be identified for interim target projections.

The 10-year to 15-year base period must end between December 31, 2004 and December 31, 2010; and the 5-year base period must end between December 31, 2007 and December 31, 2010.

The City's calculations for the base periods are documented on the following page in **SBX7-7 Table 1**. Since the recycled water usage in 2008 did not account for more than 10 percent of the total potable water production, the City uses a 10-year base period. The 10-year base period is selected based on the highest average per capita water use in any 10-year period within the DWR guidelines. The 2020 UWMP uses baseline periods consistent with 2015 UWMP, where the 10-year baseline period is defined as 1999 to 2008.

### SBX7-7 Table 1 Baseline Period Ranges

| Baseline | Parameter | Value | Units |
|---|---|---|---|
| 10- to 15-year baseline period | 2008 total water deliveries | 11,649 | Acre Feet |
| | 2008 total volume of delivered recycled water | 80 | Acre Feet |
| | 2008 recycled water as a percent of total deliveries | 0.68% | Percent |
| | Number of years in baseline period[1] | 10 | Years |
| | Year beginning baseline period range | 1999 | |
| | Year ending baseline period range[2] | 2008 | |
| 5-year baseline period | Number of years in baseline period | 5 | Years |
| | Year beginning baseline period range | 2004 | |
| | Year ending baseline period range[3] | 2008 | |
| [1] If the 2008 recycled water percent is less than 10 percent, then the first baseline period is continuous 10-year period. If the amount of recycled water delivered in 2008 is 10 percent or greater, the first baseline period is a continuous 10- to 15- year period. | | | |
| [2] The ending year must be between December 31, 2004, and December 31, 2010. | | | |
| [3] The ending year must be between December 31, 2007 and December 31, 2010. | | | |

### 5.2.2 Determination of the 5-year Baseline Period (Target Confirmation)

#### *Law*

> *10608.12 (b).*
> *(3) For the purposes of Section 10608.22, the urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.*

In order to confirm that the calculated 2020 Urban Water Use target meets the minimum water use reduction requirements, water use must also be calculated over a 5-year baseline period. The 2010 UWMP selected a 5-year range of 2004-2008, which yielded a 5-year average per capita water use target of 163 gpcd. Using the previously discussed baseline populations, the average per capita water use target over the same 5-year range was equal to 163 gpcd.

## 5.3 SERVICE AREA POPULATION

***Law***

> *10608.20 (e) An urban retail water supplier shall include in its urban water management plan due in 2010…the baseline daily per capita water use, …along with the bases for determining those estimates, including references to supporting data.*
>
> *(f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.*
>
> *10644 (a)(2) The plan…shall include any standardized forms, tables, or displays specified by the department*

California DOF population estimates were used to determine historical populations as part of the 10-year average per capita water use, as indicated in **SBX7-7 Table 2**. The baseline service area population was updated with the DOF estimates based on the 2010 census data and is summarized on the following page in **SBX7-7 Table 3.** This updated population over the baseline period is used in the calculation of the baseline period average per capita water use.

**SBX7-7 Table 2 Method for Population Estimates**

| Method Used to Determine Population | |
|---|---|
| ☑ | **1. Department of Finance (DOF)**<br>DOF Table E-8 (1990 - 2000) and (2000-2010) and DOF Table E-5 (2011 - 2020) |
| ☐ | **2. Persons-per-Connection Method** |
| ☐ | **3. DWR Population Tool** |
| ☐ | **4. Other** |

### SBX7-7 Table 3 Service Area Population

| Year | | Population |
|---|---|---|
| **10 to 15 Year Baseline Population** | | |
| Year 1 | 1999 | 55,461 |
| Year 2 | 2000 | 53,338 |
| Year 3 | 2001 | 57,031 |
| Year 4 | 2002 | 57,723 |
| Year 5 | 2003 | 58,416 |
| Year 6 | 2004 | 59,108 |
| Year 7 | 2005 | 59,801 |
| Year 8 | 2006 | 60,494 |
| Year 9 | 2007 | 61,186 |
| Year 10 | 2008 | 61,879 |
| **5 Year Baseline Population** | | |
| Year 1 | 2004 | 59,108 |
| Year 2 | 2005 | 59,801 |
| Year 3 | 2006 | 60,494 |
| Year 4 | 2007 | 61,186 |
| Year 5 | 2008 | 61,879 |
| **2015 Compliance Year Population** | | |
| 2015 | | 67,628 |
| **2020 Compliance Year Population** | | |
| 2020 | | 74,321 |

## 5.4 GROSS WATER USE

***Law***

*10608.12 (g) "Gross Water Use" means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:*
*(1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier*
*(2) The net volume of water that the urban retail water supplier places into long term storage*
*(3) The volume of water the urban retail water supplier conveys for use by another urban water supplier*
*(4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.*

*California Code of Regulations Title 23 Division 2 Chapter 5.1*
*Section 596 (a) An urban retail water supplier that has a substantial percentage of industrial water use in its service area is eligible to exclude the process water use of existing industrial water customers from the calculation of its gross water use to avoid the disproportionate burden on another customer section.*

In order to determine the baseline per capita water use, gross water use entering the distribution system of the supplier must be determined for each year within the baseline period. There are a number of exclusions taken into consideration when determining the annual gross water use, including recycled water delivered in the service area, water volume placed into long term storage, water conveyed for use by another urban water supplier, water delivered, with certain exceptions, for agricultural use, and industrial water use if the total industrial use is greater than or equal to 12% of gross water use.

Based on historical production reports, and consistent with the 2015 UWMP, there are no exceptions to be taken into consideration when calculating the City's gross water use. The City's historical gross water use and the volume of water entering the distribution system from CCWD and the local groundwater are respectively summarized on **SBX7-7 Table 4** and **SBX7-7 Table 4A**, which are found on the following pages. As **SBX7-7 Table 4** shows, the City's gross water use in the 2020 compliance year was equal to 9,232 AF.

### SBX7-7 Table 4 Annual Gross Water Use

| Baseline Year | | Volume Into Distribution System | Deductions | | | | | Annual Gross Water Use |
|---|---|---|---|---|---|---|---|---|
| | | | Exported Water | Change in Dist. System Storage (+/-) | Indirect Recycled Water | Water Delivered for Agricultural Use | Process Water | |
| | | (AF) | (AF) | (AF) | (AF) | (AF) | (AF) | (AF) |
| **10 to 15 Year Baseline - Gross Water Use** | | | | | | | | |
| Year 1 | 1999 | 10,106 | | | | | | 10,106 |
| Year 2 | 2000 | 10,113 | | | | | | 10,113 |
| Year 3 | 2001 | 10,742 | | | | | | 10,742 |
| Year 4 | 2002 | 10,431 | | | | | | 10,431 |
| Year 5 | 2003 | 10,808 | | | | | | 10,808 |
| Year 6 | 2004 | 10,977 | | | | | | 10,977 |
| Year 7 | 2005 | 10,227 | | | | | | 10,227 |
| Year 8 | 2006 | 10,753 | | | | | | 10,753 |
| Year 9 | 2007 | 11,574 | | | | | | 11,574 |
| Year 10 | 2008 | 11,648 | | | | | | 11,648 |
| | | | | | | | **10 - 15 year baseline average gross water use** | **10,738** |
| **5 Year Baseline - Gross Water Use** | | | | | | | | |
| Year 1 | 2004 | 10,977 | | | | | | 10,977 |
| Year 2 | 2005 | 10,227 | | | | | | 10,227 |
| Year 3 | 2006 | 10,753 | | | | | | 10,753 |
| Year 4 | 2007 | 11,574 | | | | | | 11,574 |
| Year 5 | 2008 | 11,648 | | | | | | 11,648 |
| | | | | | | | **5 year baseline average gross water use** | **11,036** |
| **2015 Compliance Year - Gross Water Use** | | | | | | | | |
| 2015 | | 8,772 | | | | | **2015 gross water use** | **8,772** |
| **2020 Compliance Year - Gross Water Use** | | | | | | | | |
| 2020 | | 9,232 | | | | | **2020 gross water use** | **9,232** |

## SBX7-7 Table 4-A Volume Entering the Distribution System (Raw water from CCWD)

| Name of Water Source: Raw Water from CCWD | | |
|---|---|---|
| ☐ The supplier's own water source<br>☑ A purchased or imported source | | |
| Baseline Year | | Volume Entering Distribution System (AF) |
| **10 to 15 Year Baseline - Water into Distribution System** | | |
| Year 1 | 1999 | 8,629 |
| Year 2 | 2000 | 8,759 |
| Year 3 | 2001 | 9,999 |
| Year 4 | 2002 | 9,671 |
| Year 5 | 2003 | 10,121 |
| Year 6 | 2004 | 10,149 |
| Year 7 | 2005 | 9,415 |
| Year 8 | 2006 | 8,980 |
| Year 9 | 2007 | 9,749 |
| Year 10 | 2008 | 9,556 |
| **5 Year Baseline - Water into Distribution System** | | |
| Year 1 | 2004 | 10,149 |
| Year 2 | 2005 | 9,415 |
| Year 3 | 2006 | 8,980 |
| Year 4 | 2007 | 9,749 |
| Year 5 | 2008 | 9,556 |
| **2015 Compliance Year - Water into Distribution System** | | |
| 2015 | | 7,591 |
| **2020 Compliance Year - Water into Distribution System** | | |
| 2020 | | 7,752 |

## SBX7-7 Table 4-A Volume Entering Distribution System (Local Groundwater)

| Name of Water Source: Local Groundwater | | |
|---|---|---|
| ☑ The supplier's own water source<br>☐ A purchased or imported source | | |
| Baseline Year | | Volume Entering Distribution System (AF) |
| **10 to 15 Year Baseline - Water into Distribution System** | | |
| Year 1 | 1999 | 1,477 |
| Year 2 | 2000 | 1,354 |
| Year 3 | 2001 | 743 |
| Year 4 | 2002 | 760 |
| Year 5 | 2003 | 687 |
| Year 6 | 2004 | 828 |
| Year 7 | 2005 | 812 |
| Year 8 | 2006 | 1,773 |
| Year 9 | 2007 | 1,825 |
| Year 10 | 2008 | 2,092 |
| **5 Year Baseline - Water into Distribution System** | | |
| Year 1 | 2004 | 828 |
| Year 2 | 2005 | 812 |
| Year 3 | 2006 | 1,773 |
| Year 4 | 2007 | 1,825 |
| Year 5 | 2008 | 2,092 |
| **2015 Compliance Year - Water into Distribution System** | | |
| 2015 | | 1,181 |
| **2020 Compliance Year - Water into Distribution System** | | |
| 2020 | | 1,480 |

## 5.5 BASELINE DAILY PER CAPITA WATER USE

The final baseline calculation is to determine the per capita water use in each baseline year and the average per capita water use over the entire baseline period. Using the baseline period and service area population as described in previous sections, the per capita water use for each year has been determined and can be seen in SBX7-7 Table 5; the maximum and minimum per capita water use over the baseline period respectively are 169 gpcd in 2007 and 153 gpcd in 2005. The average per capita water use over the 10-year baseline period is 163 gpcd. SBX7-7 Table 6 on the following page summarizes the 10-year baseline per capita water use, the 5-year baseline per capita water use, and the 2020 compliance year per capita water use.

### SBX7-7 Table 5 Gallons Per Capita Per Day (GPCD)

| Baseline Year | | Service Area Population | Annual Gross Water Use (AF) | Daily Per Capita Water Use (gpcd) |
|---|---|---|---|---|
| **10 to 15 Year Baseline Per Capita Water Use** | | | | |
| Year 1 | 1999 | 55,461 | 10,106 | 163 |
| Year 2 | 2000 | 53,338 | 10,113 | 160 |
| Year 3 | 2001 | 57,031 | 10,742 | 168 |
| Year 4 | 2002 | 57,723 | 10,431 | 161 |
| Year 5 | 2003 | 58,416 | 10,808 | 165 |
| Year 6 | 2004 | 59,108 | 10,977 | 166 |
| Year 7 | 2005 | 59,801 | 10,227 | 153 |
| Year 8 | 2006 | 60,494 | 10,753 | 159 |
| Year 9 | 2007 | 61,186 | 11,574 | 169 |
| Year 10 | 2008 | 61,879 | 11,648 | 168 |
| | | | 10-15 Year Average Baseline GPCD | 163 |
| **5 Year Baseline Per Capita Water Use** | | | | |
| Year 1 | 2004 | 59,108 | 10,977 | 166 |
| Year 2 | 2005 | 59,801 | 10,227 | 153 |
| Year 3 | 2006 | 60,494 | 10,753 | 159 |
| Year 4 | 2007 | 61,186 | 11,574 | 169 |
| Year 5 | 2008 | 61,879 | 11,648 | 168 |
| | | | 5 Year Average Baseline GPCD | 163 |
| **2015 Compliance Year Per Capita Water Use** | | | | |
| | 2015 | 67,628 | 8,772 | 116 |
| **2020 Compliance Year Per Capita Water Use** | | | | |
| | 2020 | 74,321 | 9,232 | 111 |

**SBX7-7 Table 6 Gallons per Capita per Day Summary**

| | Per Capita Water Use (gpcd) |
|---|---|
| 10-15 Year Baseline | 163 |
| 5 Year Baseline | 163 |
| 2020 Compliance Year | 111 |

## 5.6 2020 FINAL TARGETS

Consistent with the 2015 UWMP, the 2020 Urban Water Use Target was calculated using Method 1, which is indicated in SBX7-7 Table 7. Method 1, as defined by DWR, is a straight 20 percent reduction in water use. Using Method 1, the City's 2020 urban water use target is documented as 131 gpcd, which is summarized on the following page in SBX7-7 Table 7-A. The 131 gpcd target is intended to be maintained through the UWMP horizon of 2045.

**SBX7-7 Table 7 2020 Target Method**

| Target Method | | Supporting Documentation |
|---|---|---|
| ☑ | Method 1 | SB X7-7 Table 7A |
| ☐ | Method 2 | SB X7-7 Tables 7B, 7C, and 7D |
| ☐ | Method 3 | SB X7-7 Table 7-E |
| ☐ | Method 4 | Method 4 Calculator |

**SB X7-7 Table 7-A Target Method 1**

| 10-15 Year Baseline (gpcd) | 2020 Target (gpcd) |
|---|---|
| 163 | 131 |

### 5.6.1 5-Year Baseline – 2020 Target Confirmation

***Law***

> *10608.22 Notwithstanding the method adopted by an urban retail water supplier pursuant to section 10608.20, an urban retail water supplier's per capita daily water user reduction shall be no less than 5 percent of base daily per capita water use are defined in paragraph (3) of subdivision (b) of Section 10608.12. This section does not apply to an urban retail water supplier with a base daily per capita water use at or below 100 gallons per capita per day.*

The 2020 Urban Water Use Target is required to reduce the City's 2020 water use by a minimum of 5 percent from the 5-year baseline period (2004-2008). As calculated in **SB X7-7 Table 5**, the average per capita water use for the 5-year baseline period is 163 gpcd. The 2020 Urban Water Use Target of 131 gpcd is an approximately 20% reduction from the 5-year average per capita water use, thereby confirming the 2020 Urban Water Use Target (**SB X7-7 Table 7-F**).

**SBX7-7 Table 7-F Confirm Minimum Reduction for 2020 Target**

| 5 Year Baseline GPCD (gpcd) | Maximum 2020 Target[1] (gpcd) | Calculated 2020 Target (gpcd) | Confirmed 2020 Target (gpcd) |
|---|---|---|---|
| 163 | 155 | 131 | 131 |

Notes:

1. Maximum 2020 Target is 95% of the 5-year Baseline per capita water use.

## 5.7 2020 COMPLIANCE DAILY PER CAPITA WATER USE

***Law***

> *10608.12 (f) "Compliance daily per-capita water use" means the gross water use during the final year of the reporting period…*
>
> *10608.20 (e) An urban retail water supplier shall include in its urban water management plan due in 2010…compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.*

Using the City population and gross water use for the 2020 compliance year, the per capita water use was calculated as 111 gpcd, meaning the City has met the 2020 target per capita water use of 131 gpcd. **Table 5-2** and **SBX7-7 Table 9** summarizes the City's compliance with the 2020 per capita water use targeted reduction.

**SBX7-7 Table 9/Table 5-2 2020 Compliance**

| Actual 2020 Per Capita Water Use (gpcd) | Optional Adjustments to 2020 | | | | | 2020 Target Per Capita Water Use (gpcd) | Did Supplier Achieve Targeted Reduction for 2020? |
|---|---|---|---|---|---|---|---|
| | Extraordinary Events | Economic Adjustment | Weather Normalization | Total Adjustments | Adjusted 2020 Flow (gpcd) | | |
| 111 | 0 | 0 | 0 | 0 | 111 | 131 | Yes |

## 5.8 REGIONAL ALLIANCE

The baseline and target water use values described in the previous sections were calculated based on data for the City's water service area exclusively. However, it should be noted that the City participates in a regional alliance led by CCWD. The CCWD 2020 UWMP includes a regional alliance analysis in compliance with SBX7-7 requirements, which includes the following municipal customers: cities of Antioch, Pittsburg, Martinez, Golden State Water Company, and Diablo Water District. Detailed information regarding CCWD's regional analysis is available in their 2020 UWMP. However, due to heavy industrial water use within the regional alliance area, but outside of the City's service area, the CCWD regional alliance water use reduction target is less conservative than the targets established through an analysis of the City's service area alone. Therefore, the targets established for the City's water service area and described in the previous sections were used for planning purposes.

The water use for the Regional Alliance area is the sum of all water delivered within CCWD's service area and includes untreated water and treated water delivered by CCWD as well as CCWD's customers' water use from other supplies. The actual 2020 per capita consumption for the Regional Alliance was 186 gpcd, thus the Regional Alliance has also met its 2020 target for 210 gpcd.

# CHAPTER 6 – SYSTEM SUPPLIES

The purpose of this chapter is to summarize the City's current and planned water supply sources and volumes. This includes a description of the purchase water from CCWD and the groundwater basins used by the City as sources of supply. Current and Ongoing planning efforts for the potential beneficial use of recycled water within the City's service area are also summarized.

## 6.1 PURCHASED OR IMPORTED WATER

The City is within the service area of CCWD and purchases Central valley Project (CVP) water from the Delta by CCWD, who is its wholesale supplier. CCWD has a contract with the U.S. Bureau of Reclamation (USBR) for 195,000 AFY of CVP water. The current contract was renewed in March 2005 through February 2045.

Between 85% and 95% of the City's current water supply is received from CCWD pursuant to a contractual agreement that allows the City to receive a supply of water as is necessary to meet its needs. However, this supply of water is subject to rationing restrictions in the event of a water shortage or other extraordinary circumstances. As will be described in a later section, CCWD's future water supply projections indicate adequate availability of surface water sources delivered through its contract with the USBR.

## 6.2 GROUNDWATER

For planning purposes, the State of California has been divided into ten separate hydrologic regions by the DWR, based on the State's major drainage basins. According to the California Water Plan 2018 Update, the City is located in the Sacramento River Hydrologic Region. Each hydrologic region is divided into distinct groundwater basins, each of which is typically divided further into smaller interconnected groundwater subbasins. The following section summarizes the groundwater basin and subbasin underlying the City.

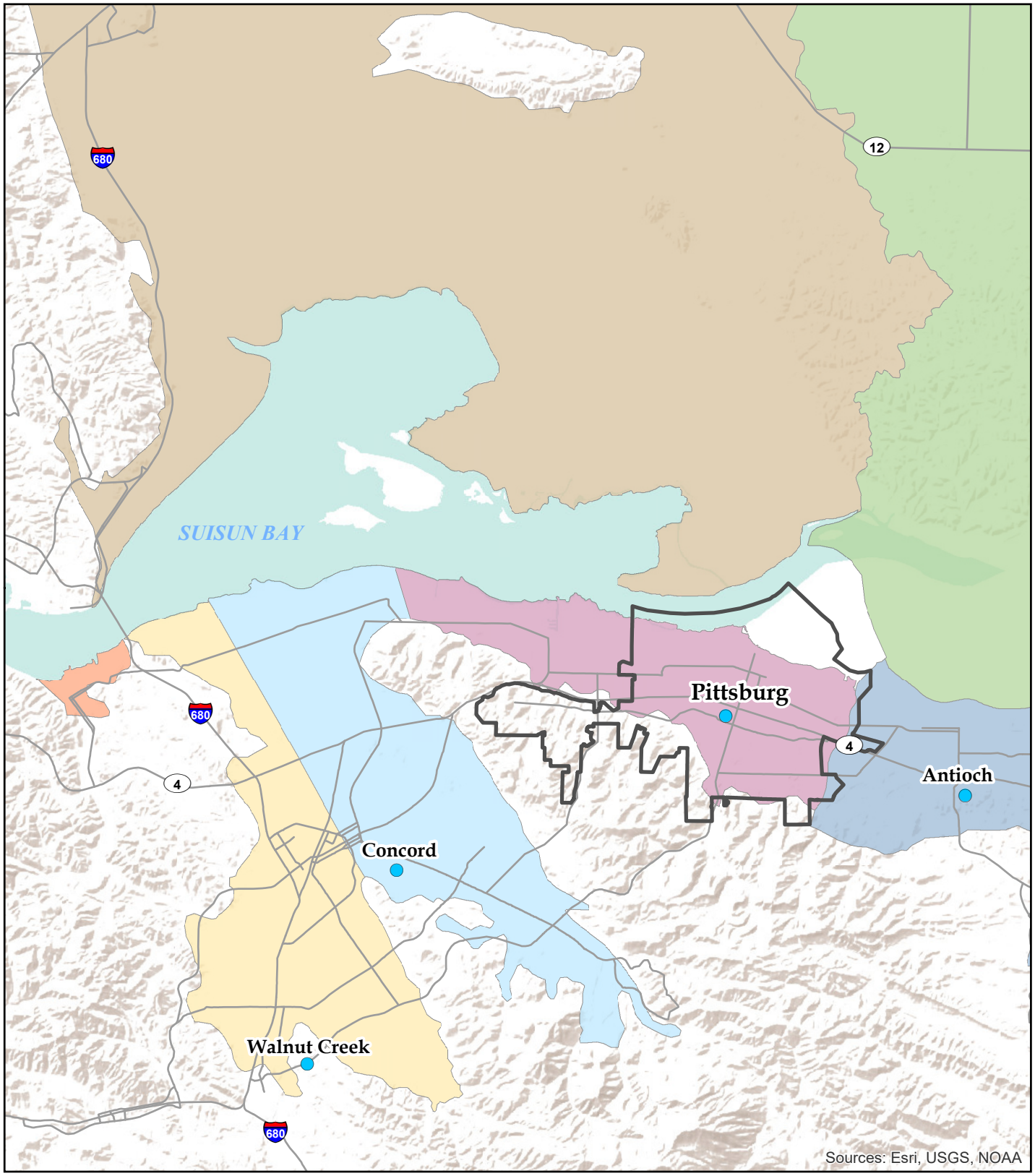
### 6.2.1 Basin Description

***Law***

| | |
|---|---|
| *10631. (b)(4)* | *If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:*<br><br>*(B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater.* |

#### *6.2.1.1 Groundwater Basin*

The City is located above the Pittsburg Plain Groundwater Basin, identified as Groundwater Basin




**Legend**

**Groundwater Basins**

- ARROYO DEL HAMBRE VALLEY
- CLAYTON VALLEY
- PITTSBURG PLAIN
- SACRAMENTO VALLEY
- SAN JOAQUIN VALLEY
- SUISUN-FAIRFIELD VALLEY
- YGNACIO VALLEY

**PRELIMINARY**

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S

0 0.5 1 2 Miles

**Updated: May 21, 2021**

AKEL ENGINEERING GROUP, INC.

File Path: P:\xGIS\GIS_Projects\Pittsburg\Water\210521-2020 UWMP\MH_Fig6-1_GroundWaterBasins_052121.mxd

# Figure 6-1
# Groundwater Basins

2020 Urban Water Management Plan
City of Pittsburg

Number 2004 in DWR's Bulletin 118, as shown on Figure 6-1. The City extracts groundwater from this basin using two wells. The basin is bounded by Suisun Bay to the north, the Tracy Subbasin of the San Joaquin Valley Water Groundwater Basin to the east, and the Clayton Valley Groundwater Basin to the west. The basin extends to the south inland from the Suisun Bay between one and three miles. It is within two major drainage basins of Kirker Creek and Willow Creek, which both discharge into Suisun Bay. According to DWF Bulletin 118 there is limited data regarding the occurrence and movement of groundwater in the Basin. The Pittsburg Plain Groundwater Basin has not been adjudicated.

### 6.2.2 Groundwater Management

This section documents relevant plans addressing groundwater supply and quality.

#### *Law*

> *10631. (b)(4) …if groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:*
>
> *(A) The current version of any groundwater sustainability plan or … any groundwater management plan adopted by the urban water supplier…or any other specific authorization for groundwater management.*
>
> *(B) For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree.*

#### *6.2.2.1 Groundwater Management Plan*

The City prepared the Pittsburg Plain Groundwater Management Plan (GWMP) in October 2012. The purpose of the GWMP is to manage and protect groundwater resources within and underlying the City. The primary objectives of the GWMP include the following:

- Provide a long-term strategy to maintain the quality, reliability, and sustainability of the Pittsburg Plain groundwater resources.
- Manage groundwater conjunctively with available surface water resources
- Support Basin Management Objectives that promote sustainability and optimal use of groundwater supplies.

#### *6.2.2.2 Integrated Regional Water Management Plan*

The East Contra Costa County (ECCC) Integrated Regional Water Management (IRWM) planning effort is a formal collaborative process convened to support all aspects of regional water management. This includes integrated planning for water supply, water quality, watershed and

habitat protection, and flood and stormwater management. The ECCC IRWM members have a long history of cooperation across political and jurisdictional boundaries that spans almost two decades. In this 2015 IRWM Plan Update, further updating the November 2013 IRWM Plan, the ECCC region creates a framework to implement integrated water management projects with multiple benefits to serve the population of the region and protect water and environmental resources for the State. This IRWM Plan articulates the challenges the ECCC region faces and defines the water resource management objectives it hopes to accomplish. The framework defined in the IRWM Plan is a living process the region can rely on to meet its current and future water management challenges.

The objective of the Integrated Regional Water Management Plan (IRWM) is to develop a comprehensive and flexible water supply plan for the County through the year 2040. The IRWM incorporates community input and is capable of responding to changing water supply and demand conditions.

The IRWM Preferred Strategy aims to maximize the Districts flexibility to meet actual water demands, and where they match water projections. It relies on practices, such as water banking, recycled water, demand management, and water transfers. It further relies on "core elements" designed to validate baseline planning assumptions, monitor or evaluate resource options, and help meet planning objectives.

#### *6.2.2.3 California Statewide Groundwater Elevation Monitoring Program*

The City of Pittsburg participates in DWR's California Statewide Groundwater Elevation Monitoring (CASGEM) Program as designated monitoring entities for the Pittsburg Plain Basin and Subbasin areas.

#### *6.2.2.4 Salt and Nutrient Management Program*

In 2012, The City completed a Salt and Nutrient Management Program Summary to provide a preliminary evaluation of groundwater quality and salt and nutrient loading potential to assist in future groundwater planning and development effort.

### 6.2.3 Overdraft Conditions

#### *Law*

> *10631. (b)(2) For basins that have not been adjudicated, (provide) information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.*

The Pittsburg Plain Groundwater Basin is not an adjudicated groundwater basin. DWR well data in the Pittsburg Plain Groundwater Basin indicate that the groundwater levels have remained fairly

stable of the period of record. According to DWR, and based on present groundwater conditions, it is not expected that overdraft conditions will occur in the groundwater basin. As such, the Pittsburg Plain Groundwater Basin is not listed as a critically overdrafted groundwater basin by DWR.

### 6.2.4 Historical Groundwater Pumping

***Law***

| | |
|---|---|
| *10631. (b)(4)* | *…if groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:*<br><br>*(C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonable available, including, but not limited to, historic use records.* |

The City has two active wells, Rossmoor and Bodega, that are capable of producing approximately 600 gpm and 1,200 gpm respectively. The volume of groundwater pumped by the City over the past five years is summarized in Table 6-1.

**Table 6-1 Groundwater Volume Pumped**

| Groundwater Type | Location or Basin Name | Volume | | | | |
|---|---|---|---|---|---|---|
| | | 2016 (AF) | 2017 (AF) | 2018 (AF) | 2019 (AF) | 2020 (AF) |
| Alluvial Basin | Pittsburg Plain | 1,353 | 1,429 | 1,470 | 1,154 | 1,480 |
| | **Total** | 1,353 | 1,429 | 1,470 | 1,154 | 1,480 |

## 6.3 SURFACE WATER

The City relies on surface water from CCWD as a primary source of supply, as described in the previous section.

## 6.4 STORMWATER

At the time of preparation of the 2020 UWMP, the City does not use stormwater as part of its water supply.

## 6.5 WASTEWATER AND RECYCLED WATER

This section discusses the use of recycled water and the characteristics of the wastewater collected by the Delta Diablo for treatment.

### 6.5.1 Recycled Water Coordination

***Law***

> *10633 The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.*

Non-potable water use is a continued component of the City's long-term sustainable water supply strategy. While the City does not directly provide non-potable water supplies, continued coordination with CCWD and Delta Diablo is a key component to ensure non-potable water can be used within the City's service for appropriate designated uses.

Delta Diablo (formerly Delta Diablo Sanitation District) provides wastewater collection and treatment for the Cities of Pittsburg and Antioch as well as the unincorporated community of Bay Point. The WWTP has an average dry weather flow permitted capacity of 19.5 mgd and a recycled water facility (RWF) provides over 9,600 AFY of recycled water for industrial and landscape irrigation uses within the recycled water service area. As noted previously, Delta Diablo is the owner and operator of the recycled water distribution system, which includes deliveries within the City's service area. The City's potable water system serves as the backup water supply should the recycled water deliveries become unavailable. However, CCWD serves as the backup water supply for the major industrial users of recycled water, which use a vast majority of the Delta Diablo recycled water supplies.

### 6.5.2 Wastewater Collection, Treatment, and Disposal

This section describes wastewater collection, treatment and disposal.

***Law***

> *10633 (a) A description the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal*
> *(b) A description the quantity of treated wastewater that meets recycled water standards, is being discharge, and is otherwise available for use in a recycled water project.*

#### *6.5.2.1 Wastewater Collected Within Service Area*

All wastewater flows collected within the City's service area are conveyed to the Delta Diablo WWTP for treatment. The WWTP has a Delta outfall that is used for the disposal of wastewater that is not recycled. The WWTP provides secondary treatment using a series of primary treatment, activated sludge trickling filters, and secondary clarification. The Recycled Water Facility (RWF) provides additional treatment to tertiary levels using a series of flocculating clarification, filtration, and disinfecting.

Due to the locations of Delta Diablo's flow meters, it is not possible to report the City's specific wastewater volume conveyed to the WWTP. Based on reports prepared by CCWD, Delta Diablo collected a total wastewater volume of approximately 14,528 AF (Table 6-2).

**Table 6-2 Wastewater Collected Within Service Area in 2020**

| Wastewater Collection | | | Recipient of Collected Wastewater | | | |
|---|---|---|---|---|---|---|
| Name of Wastewater Collection Agency | Wastewater Volume Metered or Estimated? | Volume of Wastewater Collected from UWMP Service Area 2020 (AF) | Name of Wastewater Treatment Agency Receiving Collected Wastewater | Treatment Plant Name | Is WWTP Located Within UWMP Area? | Is WWTP Operation Contracted to a Third Party? |
| Delta Diablo (Sanitation District) | Metered | 14,528 | Delta Diablo (Sanitation District) | Delta Diablo Wastewater Treatment Plan | No | No |

Notes: Delta Diablo does not have metered wastewater flows broken down by city for its service area, thus wastewater flows for Pittsburg alone are not reported herein.

### *6.5.2.2 Wastewater Treatment and Discharge within Service Area*

Wastewater that is not treated in Delta Diablo's Recycled Water Facility is discharged into the Delta. Delta Diablo's Waste Discharge Requirements (Order No. R2-2014-0030, NPDES Permit No. 0038547) allow for treated effluent to be discharged into New York Slough through a deep-water outfall, approximately 400 feet from shore. As the wastewater treatment plant is located outside the City of Pittsburg's service area, the 2020 volumes of wastewater that were treated and discharged are not included in Table 6-3. Delta Diablo does not have wastewater flows broken down by city for its service area; therefore, it is not possible to report these same volumes for Pittsburg alone. Recycled water use for the City of Pittsburg alone in 2020 was 111 AFY (not included in Table 6-3).

### Table 6-3 Wastewater Treatment and Discharge within Service Area in 2020

| ☑ | No wastewater is treated or disposed of within the UWMP service area. The City is not required to complete the table below. | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Wastewater Treatment Plant Name | Discharge Location Name and Description | Method of Disposal | Does This Plant Treat Wastewater Generated Outside the Service Area? | Treat. Level | 2020 Volume | | | |
| | | | | | Wastewater Treated (AF) | Discharged Treated Wastewater (AF) | Recycled Within Service Area (AF) | Recycled Outside of Service Area (AF) |
| Delta Diablo | New York Slough | River or creek outfall | Yes | Seco-ndary | | | | |

Notes: Recycled water within service area, wastewater treated and discharged treated wastewater provided is for the Delta Diablo service area, not the Pittsburg service area.

### 6.5.3 Recycled Water System

***Law***

*10633 (c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.*

Approximately 50% of the wastewater conveyed to the Delta Diablo WWTP received tertiary treatment. A majority of this recycled water volume is for cooling water at the Delta and Los Medanos Energy Centers, with the remaining volumes used for irrigation purposes at local parks. This remaining volume is delivered to 18 connections throughout the City's service area for schools, parks, and roadway medians. While the Industrial energy centers are located within the City's UWMP service area they receive back-up water supply from CCWD and the City will not be required to support their water supply. Therefore, they are itemized separately from the irrigation water use in the 2020 UWMP recycled water reporting and projections and shown for informational purposes only. It should be noted that Delta Diablo is the owner and operator of the recycled water distribution system, with deliveries occurring within the City's UWMP service area.

### 6.5.4 Recycled Water Beneficial Uses

***Law***

*10633 (b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.*
*(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.*
*(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years*

### *6.5.4.1 Current and Planned Uses of Recycled Water*

The City continues to support developing irrigation and industrial recycled water uses where there is available supply and the use is economically feasible. Delta Diablo began recycled water deliveries within the City's service area in the 1990s and the City has continued to add service connections since that time. The current and projected direct beneficial uses of recycled water are summarized on Table 6-4. This was based on 111 AF of actual irrigation use in 2010 and 200 AF of future recycled water use listed on Table 6-6.

**Table 6-4 Recycled Water Direct Beneficial Uses Within Service Area**

| ☐ | Recycled water is not used and is not planned for use within the service area of the supplier. The City is not required to complete the table below. | | | | | | |
|---|---|---|---|---|---|---|---|
| **Beneficial Use Type** | **Level of Treatment** | **Volume** | | | | | |
| | | **2020** (AF) | **2025** (AF) | **2030** (AF) | **2035** (AF) | **2040** (AF) | **2045** (AF) |
| Agricultural irrigation | | | | | | | |
| Landscape irrigation (excludes golf courses) | Tertiary | 111 | 311 | 311 | 311 | 311 | 311 |
| Golf course irrigation | | | | | | | |
| Commercial use | | | | | | | |
| Industrial use | | | | | | | |
| Geothermal and other energy production | | | | | | | |
| Seawater intrusion barrier | | | | | | | |
| Recreational impoundment | | | | | | | |
| Wetlands or wildlife habitat | | | | | | | |
| Groundwater recharge | | | | | | | |
| Surface water augmentation | | | | | | | |
| Direct potable reuse | | | | | | | |
| Other | | | | | | | |
| **Total** | | **111** | **311** | **311** | **311** | **311** | **311** |

### 6.5.4.2 Planned Versus Actual Use of Recycled Water

#### Law

> *10633 (e) (Provide) a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.*

In the 2015 UWMP the City projected the future recycled water use based on potential recycled water irrigation conversion projects throughout the City as well as ongoing industrial reuse by the two previously discussed energy centers. Table 6-5 summarizes the projection for 2020 as documented in the 2015 UWMP as well as the actual 2020 recycled water use. It should be noted that for the purposes of the 2020 UWMP Table 6-5 does not include the recycled water use for the two energy center industrial users., which was unavailable at the time of preparation of the 2020 UWMP. As noted previously, the City does not serve as a source of backup supply to these industrial users.

**Table 6-5 2015 UWMP Recycled Water Use Projection Compared to 2020 Actual**

| ☑ | Recycled water was not used in 2015 nor projected for use in 2020. The City is not required to complete the table below. | |
|---|---|---|
| **Use Type** | **2015 Projection for 2020** (AF) | **2020 Actual Use** (AF) |
| Agricultural irrigation | | |
| Landscape irrigation (excludes golf courses) | 335 | 111 |
| Golf course irrigation | 333 | |
| Commercial use | | |
| Industrial use | 6,089 | |
| Geothermal and other energy production | | |
| Seawater intrusion barrier | | |
| Recreational impoundment | | |
| Wetlands or wildlife habitat | | |
| Groundwater recharge | | |
| Surface water augmentation | | |
| Direct potable reuse | | |
| Other | | |
| **Total** | **6,757** | **111** |

Note: 2020 Industrial recycled water use volumes are unavailable.

### 6.5.5 Actions to Encourage and Optimize Future Recycled Water Use

***Law***

> *10633 (f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.*
>
> *(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.*

The City continues to encourage recycled water use throughout its service area. Some mechanisms currently employed to encourage recycled water use include:

- Secure local, state, and federal agencies to offset capital costs
- Coordinate with Delta Diablo and CCWD
- Promote regional and local water recycling projects
- Urge regulatory agencies to streamline regulatory requirements
- Support research that addresses public concern on recycled water use

The City currently does not use financial incentives to encourage recycled water use but as additional recycle water projects are identified these may be an additional action to be considered. The City will continue to evaluate the potential for grant funding of recycled water projects, and seek opportunities to implement portions of larger projects as they become economically feasible.

Additionally, the City will continue to work collaboratively with CCWD and Delta Diablo in its service area to encourage recycled water use in future development projects. Within the East Contra Costa County IRWM group CCWD provides a leadership role in coordinating updates to the IRWMP, as well as grant applications and administration. Historically Pittsburg has administered several grants that included funding towards recycled water projects and the City will continue to coordinate with the other IWRM member agencies in identifying and pursuing grant funding opportunities for recycled water projects.

## 6.6 DESALINATED WATER OPPORTUNITIES

***Law***

*10631 (g) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply*

Desalinated water is not currently used by the City as a source of supply. Potential opportunities for desalination supply have been explored in the past on a regional level though the East County Water Management Association, of which the City is a participant. However, the cost for desalinated water as a source of supply has not been considered cost-effective compared to other existing available sources. The ECWMA will continue to review the advancements in desalinated water technology in the event it becomes a cost-effective supply alternative in the future.

### Table 6-6 Methods to Expand Future Recycled Water Use

| ☐ | Supplier does not plan to expand recycled water use in the future. The City is not required to complete the table below. | | |
|---|---|---|---|
| **Name of Action** | **Description** | **Planned Implementation Year** | **Expected Increase in Recycled Water Use** (AF) |
| Parkside Elementary School | Irrigation | 2021 | 35 |
| Marina Vista | Irrigation | 2021 | 25 |
| Landscape along Railroad Avenue | Irrigation | 2022 | 10 |
| Law Enforcement Training Center | Irrigation | 2022 | 35 |
| Median on 3rd Street & Railroad Avenue | Irrigation | 2022 | 10 |
| Bay Harbor HOA | Irrigation | 2023 | 70 |
| | | Total | 185 |

## 6.7 EXCHANGES OR TRANSFERS

**Law**

*10631 (c) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.*

The City does not currently use exchanges or transfers of water as a source of supply, nor are there future plans to use exchanges or transfers.

## 6.8 FUTURE WATER PROJECTS

### Law

> *10631 (f) …The urban water supplier shall include a detailed description of expected future water projects and programs…that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single dry water years and for a period of drought lasting five consecutive water years.. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.*

They City has no plans for the immediate future to implement water supply projects within its service area. However, CCWD has identified several future water projects that would be used to meet the needs of its wholesale customers, which includes the City. These future projects include Industrial Recycled Water Projects, Near- and Long-Term Conservation Program and Long-term water transfer or preferred alternative. The City's ongoing and future water programs are summarized on Table 6-7.

**Table 6-7 Expected Future Water Supply Projects or Programs**

| Name of Future Projects or Programs | Joint Project with other suppliers | | Description | Planned Implementation Year | Planned for Use in Year Type | Expected increase in Water Supply to Supplier |
|---|---|---|---|---|---|---|
| Long-term Transfer | Yes | CCWD | CCWD would enter into a long-term water transfer agreement for a fixed amount of water supplies. | 2030 | | 6,000 |
| Spot Market Purchase | Yes | CCWD | CCWD would determine its water supply requirements each year and decide whether to purchase additional supplies | 2030 | | 6,000 |

### Table 6-7 Expected Future Water Supply Projects or Programs

| Name of Future Projects or Programs | Joint Project with other suppliers | | Description | Planned Implementation Year | Planned for Use in Year Type | Expected increase in Water Supply to Supplier |
|---|---|---|---|---|---|---|
| Long-term Agricultural Conjunctive Use | Yes | CCWD | CCWD would partner with an agricultural partner or irrigation district north of the Delta which has both pre-1914 surface water supplies and access to groundwater supplies. In dry years, the agricultural district would shift its water usage to local groundwater supplies and transfer its surface water allocation to CCWD. | 2030 | | 6,000 |
| Long-term Agricultural Fallowing | Yes | CCWD | CCWD would partner with an agricultural partner, such as a large agricultural water user or irrigation district, to exchange supplies in dry years either by fallowing land or shifting crops to conserve water for other uses. | 2030 | | 6,000 |
| Industrial Recycled Water Project | Yes | CCWD | Project will deliver recycled water from CCCSD to major industrial customers | TBD | Average Year | > 3,400 |
| CCWD Active Near-Term Conservation Program | Yes | CCWD | Ongoing investments in active conservation programs | Ongoing | Average Year | 3,000 |
| CCWD Active Long-Term Conservation Program | Yes | CCWD | Ongoing investments in active conservation programs | Ongoing | Average Year | 8,800 |
| Long-Term Water Transfer or Other preferred alternative | Yes | CCWD | Project to meet multiple-dry year shortfall projected to begin in 2045 | 2040-2045 | Multi-Dry Year | 2,000 |

## 6.9 SUMMARY OF EXISTING AND PLANNED SOURCES OF WATER

***Law***

> *10631 (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision 10631(a).*
>
> *(4) (Provide a) detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonable available, including, but not limited to, historic use records.*

The City's existing and planned water supply sources include local groundwater, recycled water, and purchased surface water from CCWD. The local groundwater sources are extracted to the City's Water Treatment Plant where it is treated in conjunction with the surface water supplies purchased from CCWD. These treated supplies are then conveyed to the City's customers through the potable water distribution system. The City's 2020 water supplies are summarized on Table 6-8.

**Table 6-8 Water Supplies – Actual**

| Water Supply Source | Source Description | 2020 | |
|---|---|---|---|
| | | Actual Volume (AF) | Water Quality |
| Purchased or Imported Water | Purchased from CCWD | 7,752 | Drinking Water |
| Groundwater (not desalinated) | Extracted from Pittsburg Plain Groundwater Basin | 1,480 | Drinking Water |
| Recycled Water | Produced by Delta Diablo for the City of Pittsburg | 111 | Recycled Water |
| **Total** | | **9,343** | |

The City's projected water supplies are summarized on Table 6-9. The City's groundwater supply is expected to remain the same under normal water year conditions, which is the average volume of historical pumped groundwater from 1993 to 2020. Projected available recycled water supplies are based on the City's projected recycled water demand, which the existing Delta Diablo RWF can meet. Per purchase water agreement with Contra Costa Water District, CCWD can meet 100% of the City's projected potable water demand (outlined in Table 4-2) from surface water supply under normal water year conditions.

**Table 6-9 Water Supplies - Projected**

| Water Supply Source | Projected Water Supply | | | | |
|---|---|---|---|---|---|
| | 2025 (AF) | 2030 (AF) | 2035 (AF) | 2040 (AF) | 2045 (AF) |
| Purchased or Imported Water | 11,031 | 12,030 | 12,960 | 13,824 | 14,745 |
| Groundwater (not desalinated) | 1,349 | 1,349 | 1,349 | 1,349 | 1,349 |
| Recycled Water | 311 | 311 | 311 | 311 | 311 |
| **Total** | **12,691** | **13,690** | **14,620** | **15,484** | **16,405** |

## 6.10 ENERGY INTENSITY

***Law***

| | |
|---|---|
| *10631.2.(a)* | *In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:*<br>*(1) An estimate of the amount of energy used to extract or divert water supplies.*<br>*(2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.*<br>*(3) An estimate of the amount of energy used to treat water supplies.*<br>*(4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.*<br>*(5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.*<br>*(6) An estimate of the amount of energy used to place water into or withdraw from storage.*<br>*(7) Any other energy-related information the urban water supplier deems appropriate.* |

An urban water supplier's energy intensity (EI) is the amount of energy (kWh) consumed for the purpose of supplying water from the point that it enters the City's service area to the point at which it exits the system at the point of delivery. The 2020 Urban Water Management Plan Guidebook provides guidance for estimating energy intensity associated with source of water used by an urban water supplier. The purpose of calculating the City's energy intensity is to:

- Develop a baseline energy use per acre-foot of treated water delivered by the water system.
- Aid in Identifying energy saving opportunities in the future.

- Allow for comparing energy use among similar agencies.

The estimate of energy intensity includes requirements for the purpose of water conveyance, extraction, treatment, placing water into and taking it from storage, and distribution. The City's water energy intensity only accounts for the water management processes occurring within its operational control; energy use associated with the distribution of wholesaler to the City's point of diversion is not included. The following water management processes are accounted for in the City's energy intensity estimate, which is based on existing processes and available records:

- Diversion of raw water from Contra Costa Canal.
- Extraction of groundwater from Rossmoor and Bodega Wells.
- Treatment of raw water and groundwater at the City's Water Treatment Plant.
- Delivery of treated water to end users.

Energy use data relating to the extraction, diversion, conveyance, treatment, distribution and placing into and taking from storage in the City's water supply system was acquired from Pacific Gas & Electric (PG&E) meter data for fiscal year 2020. Two natural gas meters were included in the City's water system. The raw water pumps conveying water from Contra Costa Canal to Pittsburg's Zone 1 and 2 treated water reservoirs and the City's treatment facility are all on the same meter at the Pittsburg WTP. The City, therefore, utilized Table O-1B for its EI calculations instead of Table O-1A or O1-C, since it is not possible to distinguish between energy used for treatment and conveyance at this time. The City's energy use estimate is documented on Table O-1B in **Appendix C**.

Total energy use and volume of water entering the City's water system for fiscal year 2020 were 5,419,810 kWh and 9,232 AF, respectively, resulting in an Energy Intensity of 587.1 kWh/AF (1801.7 kWh/MG).

# CHAPTER 7 – WATER SUPPLY RELIABILITY ASSESSMENT

This chapter assesses the reliability of the City's water supply under normal conditions, single year dry conditions, and five-year dry conditions. The reliability assessment includes a comparison of projected water use versus expected water supply for the next 20 years. This chapter also includes the newly required Drought Risk Assessment, which is a review of the capability of the City's water supplies to meet demand for the next five years assuming a five-year drought occurs.

## 7.1 CONSTRAINTS ON WATER SOURCES

***Law***

| | |
|---|---|
| *10631 (b)(1)* | *A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.* |

This chapter discusses the reliability of the City's water supplies with respect to water quality and service reliability. Surface water, groundwater and recycled water quality and service reliability are each discussed in the following sections. While there are quality challenges associated with each source, the City, CCWD, and Delta Diablo are taking steps to address these challenges and the City does not anticipate decreases in water suppler over the UWMP planning horizon due to water quality concerns. The following sections reflect a summary of available planning documents, including CCWD 2020 UWMP and the ECCC IWRMP update.

### 7.1.1 Surface Water

The City's primary wholesale water supplier, CCWD, is almost entirely dependent on the Delta for its water supply. The quantity of water in the Delta continues to deteriorate despite efforts to improve it.

#### *7.1.1.1 Water Quality Factor*

Delta water quality problems are being compounded by increased water use and greater wastewater, storm water, and agricultural discharges from statewide development and growth. Climate change is projected to have impacts to CCWD's water supplies and further influences Pittsburg's surface water reliability. Changes in precipitation and temperatures could affect the availability of fresh surface water. Additionally, sea level rise could result in increases in Delta salinity, which could limit the quantity and duration of water with quality suitable for M&I purposes.

A number of projects and programs are being developed, or are in place, to address Delta water quality degradation at the statewide level and through local and regional projects. To ensure that CCWD can meet the increasingly more stringent water quality standards and provide high quality water for its customers, including the City of Pittsburg, CCWD had initiated or is participating in a number of water quality improvement projects as summarized below.

- **EBMUD-CCWD Untreated Water Intertie:** This intertie enables CCWD to divert up to 3,200 AFY of its CVP supply at the Freeport diversion facility. Additionally, the intertie provides for the sharing of water supplies between the agencies during emergency conditions or to support planned maintenance.

- **Advanced Treatment Demonstration Project**: In 2004, CCWD formed a regional partnership with local water agencies to research a project on advanced water treatment processes which examined a full-scale application of new and existing disinfectants and advanced filtration to produce safer drinking water. A second phase of the Advanced Treatment Study was initiated to improve understanding of Delta source water quality with respect to levels of various contaminants including endocrine disrupting compounds and pharmaceuticals, and to quantitatively assess removal effectiveness of existing and advanced treatment processes (membrane filtration and chemical addition). The results of the study were documented in a report in March 2011.

- **Middle River Intake (Alternative Intake Project):** In 2010, CCWD completed the Middle River Intake to move some of its pumping to a new intake in the Delta to enable CCWD to divert water of higher quality during dry periods, including droughts. The intake provides CCWD with the flexibility to divert higher quality water from the Delta without increasing the amount of water pumped.

- **Phase 1 Los Vaqueros Reservoir Expansion:** The District completed an expansion in 2012 increasing the capacity of the reservoir from 100,000 AF to 160,000 AF which improves water quality and water supply reliability for the District's customers while providing a net environmental benefit to the Delta. The District is leading the Phase 2 Expansion which may provide incidental water supply reliability benefits to the District.

- **Canal Replacement Project:** CCWD is implementing this project which consists of replacing approximately four miles of the unlined Contra Costa Canal from the Rock Slough Intake to Pumping Plant No. 1, to improve source water quality as well as increase public safety and flood control. The project is being completed in phases and CCWD has completed four out of five phases and approximately 2.5 miles of the project to date. The remaining 1.5 miles will be completed in coordination with project partners and funding.

#### *7.1.1.2 Legal Factors*

The water supply reliability goal adopted by CCWD's Board of Directors is to meet at 100% of the City's demand in normal years and at least 85% of demand during water shortage conditions. The

remaining demands during drought conditions would be met by a combination of short-term water purchases, groundwater supply augmentation and a voluntary, mandatory short-term conservation program.

The projected water supplies from CCWD are not anticipated to incur supply deficits in normal years due to CCWD's long-term conservation program, existing CVP contract supply, and long-term water transfer agreement with East Contra Costa Irrigation District (ECCID). CCWD entered into an agreement with the ECCID in 2000 to purchase surplus irrigation water from ECCID's service area. CCWD's currently available and planned supplies are sufficient to meet their reliability goals and estimated water demands during normal, single dry, and the first two years of a multi-year drought. In later years, several types of drought conditions may result in supply shortfalls. The maximum amount of short-term conservation expected to be necessary by CCWD is 15% of supply. If current drought conditions continue and statewide conservation measures remain in effect, CCWD anticipates that it could meet up to 75% of the City's demands over the next three years.

### 7.1.2 Groundwater

The following sections discuss the reliability and constraints for the City's groundwater supply sources.

#### *7.1.2.1 Legal Factors*

The City's secondary source of supply is groundwater extracted from the Pittsburg Plain subbasin of the Pittsburg Plain Groundwater Basin. This groundwater basin is not an adjudicated basin and no legal factors are expected to limit the availability of supply.

#### *7.1.2.2 Environmental Factors*

Environmental concerns can arise during the water planning process when a project's impact on the ecosystem is taken into a consideration. These concerns can subsequently cause a lack of supply due to the enforcement of environmental legislation. The City's groundwater sources are not expected to be limited by any environmental factors.

#### *7.1.2.3 Water Quality Factors*

Water quality factors that could affect the availability of supply include water contamination due to biological or chemical constituents. Water from these wells can be high in manganese, iron and dissolved solids. Total dissolved solids (TDS) in the Rossmoor Well have been recorded at concentrations of 1,100 mg/L. A maximum concentration of 500 mg/L is recommended for secondary water quality standards (water aesthetics). However, because the water produced from these wells undergoes blending and complete conventional treatment at the City's Water Treatment Plant, the TDS levels are reduced to below the secondary standard. The City conducts regular tests of the water pumped from these two wells in compliance with State of California

water quality standards (Administrative Code, Title 22) to make sure that the utilization of this water source is consistent with applicable State water standards.

#### *7.1.2.4 Climatic Factors*

The City's groundwater supply has proven to be very consistent through variable climatic conditions. There has been no change in groundwater levels reported by DWR in this area as a result of the City's use of the groundwater basin. The City has implemented groundwater monitoring to evaluate groundwater level trends over time to ensure that overdraft conditions (potentially resulting in seawater intrusion) do not occur.

### 7.1.3 Recycled Water

The following sections discuss the possible constraints on the City's recycled water supplies, as provided by Delta Diablo.

#### *7.1.3.1 Legal factors*

Recycled water from Delta Diablo has been a highly reliable and essentially a "drought-proof" supply. Production capacity at the RWF is affected by the facility's permitted capacity of 12.8 MGD, the use patterns of recycled water customers, Delta Diablo's wastewater treatment plant influent diurnal flow pattern, influent average dry weather flow, and storage/equalization capacity at the RWF. Delta Diablo continues to assess these factors through various measures to ensure the continued reliability of the supply and increase the potential for future recycled water use.

#### *7.1.3.2 Water Quality Factors*

The City's recycled water supply comes from Delta Diablo's recycled water facility (RWF). The RWF ensures a consistent water quality standard is met for the City's recycled water supply through compliance with Title 22 standards.

## 7.2 RELIABILITY BY TYPE OF YEAR

This section discusses the yearly supply conditions, and the sources of data for supply evaluation.

### 7.2.1 Types of Years

This section discusses the type of years considered when evaluating water supply reliability. This section also identifies the historical water years that meet these conditions for drought planning purposes. Consistent with CCWD's water supply analyses, the basis of water year data presented in this section is as follows:

- **Average Water Year** – Defined as the year that most closely represents the average water supply available.
- **Single Dry Year** – Defined as the year that represents the lowest water supply available.

- **Multiple Dry Year** – Defined as the driest historical consecutive 5-year period for water supply availability.

To determine the supply available for different sources in each year type, the following key assumptions were made.

- **Surface Water** – The City purchases surface water supply from CCWD. From historical use in a normal year, CCWD could meet 100% of the City's potable water demand; at least 85% of potable water demand under drought conditions. **Table 7-1** summarizes the water supply availability for the City's surface water supply, as provided by CCWD, under the different water years.
- **Groundwater** – The City's groundwater supply has proven to be very consistent through variable climatic conditions. The City assumes groundwater supply is the same as historical average pumped groundwater, which is equal to 1,349 afy.
- **Recycled Water** – Recycled water is considered to be drought-proof water supply source. For the remainder of this chapter, recycled water supply is assumed to stay 100% available during drought conditions (both single and multiple dry years).

**Table 7-1 Basis of Water Year Data**

| Year Type | Base Year | Volume Available (AF) | Percent of Average Supply (%) |
|---|---|---|---|
| Average Year | 2020 | | 100% |
| Single-Dry Year | 2020 | | 100% |
| Consecutive Dry Years 1st Year | 1932 | | 100% |
| Consecutive Dry Years 2nd Year | 1930 | | 100% |
| Consecutive Dry Years 3rd Year | 1931 | | 95% |
| Consecutive Dry Years 4th Year | 1933 | | 80% |
| Consecutive Dry Years 5th Year | 1929 | | 85% |

Notes:

1. Available percentage for single dry and multiple dry year periods based on estimated percent of average supply, per CCWD 2020 UWMP.
2. Base year for average dry year based on average of the period 1922-2020 consistent with CCWD 2020 UWMP.

The City experienced multiple-year drought conditions in 1967-1977, 1987-1992, 2007-2009 and again in 2013 - 2015. Water conservation strategies implemented by the City in partnership with CCWD, during the latest set of multi-year drought conditions, resulted in a reduction in per capita water usage.

Based on experiences during the previous drought periods, the City recognizes that it is better to enter into a water shortage alert early, at a minimal level, to establish necessary rationing programs and policies, to gain public support and participation, and to reduce the likelihood of more severe shortage levels later. As the community continues to become more water efficient, it may become more difficult for customers to reduce their water use during water shortages (this is called “demand hardening”). Staff does not believe that City customers are yet approaching demand hardening, because there are still potential water efficiency improvements in residential plumbing fixtures, appliances, and landscapes, and in the commercial, industrial, and institutional sectors that have yet to be implemented.

### 7.2.2 Sources for Water Data

To establish a basis of normal, single dry, and multiple dry hydrologic water year’s, historical rainfall data available from DWR was analyzed, as it relates to the City.

## 7.3 SUPPLY AND DEMAND ASSESEMENT

***Law***

> *10635 (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional or local agency population projections within the service area of the urban water supplier.*

During prolonged years of drought, City-wide water use patterns are expected to change. Typically, outdoor water use will initially increase as irrigation is used to offset decreased rainfall. These potential water use increases can be offset, in part, by increasing water conservation measures.

The City’s water supply assessment considered the following sources of supply, which were described in detail in previous sections:

- **Surface Water:** The City receives surface water deliveries from CCWD in the form of diversions from the Contra Costa Canal. Historically CCWD has been capable of meeting

100% of the City's supply needs. CCWD's 2020 UWMP indicates this could reach as low as 85% during the final year of a five-year drought.

- **Groundwater:** The City currently operates two groundwater wells, which extract and deliver groundwater to be blended and treated at the WTP. The available supply for these wells is assumed as equal to the historical average pumping.
- **Recycled Water:** It is assumed the Delta Diablo recycled water supplies will be an uninterruptable water source and the water supply and demand assessment assumes no reduction in supply availability.

The demand projections for the various hydrologic water years are summarized on the following pages in Table 7-2, Table 7-3, and Table 7-4. These tables include the total projected water demands through 2040, and estimates for total estimated water supply based on the hydrologic water years. These tables document the estimated total supply and demand during normal water years.

**Table 7-2 Normal Year Supply and Demand Comparison**

| | 2025 (AF) | 2030 (AF) | 2035 (AF) | 2040 (AF) | 2045 (AF) |
|---|---|---|---|---|---|
| Supply | 12,691 | 13,690 | 14,620 | 15,484 | 16,405 |
| Demand | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| Difference | 1,349 | 1,349 | 1,349 | 1,349 | 1,349 |

**Table 7-3 Single Dry Year Supply and Demand Comparison**

| | 2025 (AF) | 2030 (AF) | 2035 (AF) | 2040 (AF) | 2045 (AF) |
|---|---|---|---|---|---|
| Supply | 12,691 | 13,690 | 14,620 | 15,484 | 16,405 |
| Demand | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| Difference | 1,349 | 1,349 | 1,349 | 1,349 | 1,349 |

**Table 7-4 Multiple Dry Years Supply and Demand Comparison**

| | | 2025 (AF) | 2030 (AF) | 2035 (AF) | 2040 (AF) | 2045 (AF) |
|---|---|---|---|---|---|---|
| First year | Supply totals | 12,691 | 13,690 | 14,620 | 15,484 | 16,405 |
| | Demand totals | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| | Difference | 1,349 | 1,349 | 1,349 | 1,349 | 1,349 |
| Second year | Supply totals | 12,691 | 13,690 | 14,620 | 15,484 | 16,405 |
| | Demand totals | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| | Difference | 1,349 | 1,349 | 1,349 | 1,349 | 1,349 |
| Third year | Supply totals | 12,139 | 13,089 | 13,972 | 14,793 | 15,668 |
| | Demand totals | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| | Difference | 797 | 748 | 701 | 658 | 612 |
| Fourth year | Supply totals | 11,588 | 12,487 | 13,324 | 14,102 | 14,931 |
| | Demand totals | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| | Difference | 246 | 146 | 53 | (33) | (126) |
| Fifth year | Supply totals | 11,036 | 11,886 | 12,676 | 13,410 | 14,193 |
| | Demand totals | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| | Difference | (306) | (456) | (595) | (725) | (863) |

## 7.4 MANAGEMENT TOOLS AND OPTIONS

***Law***

> *10620 (f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.*

Table 7-4 compares the total supply available in multiple dry years to projected demand totals. Under multiple year drought conditions, the City may be required to implement water reduction actions to mitigate potential supply shortfalls. For the analysis, groundwater supply has been assumed to be at the average 1,480 AFY of groundwater extraction between 1993 and 2020, as noted in Table 6-9. However, the maximum annual extraction in this period was 2,092 AF in 2008, so additional groundwater extraction could be used to account for supply deficits in multiple dry years, as necessary. In addition, as discussed in Section 4.1, the per capita water use used for the demand projections is based on a rebound from drought restrictions and the economic recession, and future projections do not account for potential decreases in demand resulting from

increased savings from passive conservation (that is, the future projections do not account for future increases in the use of water-saving appliances). The City and CCWD have demonstrated in recent years that, during extended dry periods, they can address deficits by reducing demand in their service areas.

## 7.5 DROUGHT RISK ASSESSMENT

As part of the 2020 UWMP, the California Water Code now requires urban water suppliers to develop a drought risk assessment (DRA). The DRA is a planning exercise that considers the effects on available water supply sources should a five-year drought occur immediately following the preparation of the DRA. It is similar in nature to the supply and demand assessment described in a previous section, but only evaluates five-year drought. The DRA also considers the effect of the City's Water Shortage Contingency Plan, and the impact of climate changes on available supply and total demand. Ultimately, the DRA is a proactive planning review that readies the City for the worst case water supply condition should it occur in the immediate future.

***Law***

| | |
|---|---|
| *10635 (b)* | *Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:*<br>*(1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.*<br>*(2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.*<br>*(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.*<br>*(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.* |

### 7.5.1 DRA Data, Methods, and Basis for Water Shortage Conditions

The DRA evaluates the effect on available water supply during the course of a five-year drought. As such, the same data and methodology used for preparing the supply and demand assessment through 2045, described in a previous section, can be used for the purposes of the DRA.

For conservative planning purposes the DRA considers an unconstrained demand condition within the City's service area, which means no additional demand management measures or water use reduction methods are in place outside of the City's year-round prohibitions. This conservative planning condition allows the DRA to identify if additional water use reductions, documented in the

Water Shortage Contingency Plan, should be implemented. It should also be noted that the CCWD 2020 UWMP considers a similar demand condition in the preparation of their 2020 UWMP, which also includes the City's service area.

### 7.5.2 DRA Individual Water Source Reliability

The results of the DRA are documented on Table 7-5, which indicates that the City's available potable supplies are expected to be able to meet the projected demands through the year 2025 should a five-year drought occur. As reported in Chapter 6 the City's potable water supply consisted of 85-90% of surface water purchased from CCWD and 10-15% of groundwater extracted from Pittsburg Plain groundwater basin; recycled water supplies were provided by Delta Diablo.

Consistent with the supply and demand assessment discussed in a previous section the City's DRA assumes an available groundwater supply consistent with the average of historical groundwater pumped between 1993 and 2020, an available surface water supply consistent with the at least 85% of the City's projected demand during the drought conditions, and an available recycled water to meet the existing demand requirements. Additionally, available supply volume reductions, as extracted from the CCWD 2020 UWMP, are applied during the five-year drought to quantify the effect of consecutive dry years. The available water supply volumes for each water source are documented below:

- **Surface Water:** The available purchase water supply volume during a normal water year is assumed equal to the rate of the City unconstrained water demand as documented in the 2020 UWMP Chapter 4. This available supply volume is reduced during the course of a five-year drought based on the percentage provided by CCWD.
- **Groundwater:** The available groundwater supply volume is estimated from the average of historical groundwater pumped between 1993 and 2020, or 1,349 AFY. The City's groundwater production has proven generally stable even under extended dry periods. Therefore, the available groundwater supply volume during a five-year drought is assumed the same as the historically average pumping volume, or 1,349 AFY.
- **Recycled Water:** The available recycled water supply volume is assumed equal to the recycled water customers' demand. Recycled water from Delta Diablo has been a highly reliable supply and as such the available recycled water supply volume during the drought condition remains the same as in a normal year.

As shown on Table 7-5 the City is expected to have sufficient supplies to meet demands should a multiple year drought occur in the immediate future. However, the City has developed a Water Shortage Contingency Plan that is intended to address potential water shortage conditions and identifies multiple potential actions that the City can implement to reduce demands and ensure supply reliability.

### 7.5.3 DRA Total Water Supply and Use Comparison

As discussed in previous sections the City's DRA is summarized in Table 7-5. Using assumptions for available supplies consistent with previous planning efforts, and accounting for an unconstrained demand condition, the DRA shows that the City will be able to meet projected water demands under a 5-consecutive-year drought starting in 2021. At this point in time water shortage declarations or shortage response actions are required to be implemented.

**Table 7-5 Five-Year Drought Risk Assessment**

| Totals | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|
| **Demands** | | | | | |
| Total Water Use | 9,592 | 9,952 | 10,311 | 10,671 | 11,031 |
| **Supplies** | | | | | |
| Total Supplies | 11,858 | 12,066 | 11,744 | 11,400 | 11,036 |
| Surplus/Shortfall w/o WSCP Action | 2,267 | 2,115 | 1,432 | 729 | 5 |
| **Planned WSCP Actions** (use reduction and supply augmentation) | | | | | |
| WSCP - supply augmentation benefit | | | | | |
| WSCP - use reduction savings benefit | | | | | |
| **Revised Surplus/(shortfall)** | **2,267** | **2,115** | **1,432** | **729** | **5** |
| **Resulting % Use Reduction from WSCP action** | **0%** | **0%** | **0%** | **0%** | **0%** |

# CHAPTER 8 – WATER SHORTAGE CONTINGENCY PLANNING

This chapter summarizes the City's Water Shortage Contingency Plan (WSCP). The WSCP is a separately adopted planning document that most notably outlines levels of water shortage conditions, demand reduction methods to be implemented in the event of a water shortage and the process the City will implement to perform an annual Supply and Demand assessment. The WSCP also includes discussion of the City's communication protocols during a water shortage, methods of determining compliance and enforcing water use prohibitions, estimating the financial consequences of a water shortage, and the methods the City has in place to monitor and report the effectiveness of any water demand reduction methods implemented.

## 8.1 WATER SUPPLY RELIABILITY ANALYSIS

***Law***

| | |
|---|---|
| *10632 (a)(1)* | *The analysis of water supply reliability conducted pursuant to Section 10635.* |

The City currently uses a combination of surface water, groundwater and recycled water as sources of water supply. The groundwater is extracted from two wells in the Pittsburg Plain groundwater basin. The groundwater basin is managed by County of Contra Costa Groundwater Sustainability Agency. The surface water is diverted from CCWD's Contra Costa Canal. The recycled water is provided by Delta Diablo through the City's recycled water distribution system. Consistent with previously planning efforts the City's Water Supply Reliability Analysis considers the available supply volume for each source upon recycled water and surface water purchase agreement and historical groundwater pumping data. The Water Supply Reliability Analysis also considers the effects on available supply during a single-dry and five-year dry period; for conservative planning purposes supply reduction percentages from the CCWD 2020 UWMP were used to estimate the available groundwater supply during these dry-year periods.

The City has also prepared a Drought Risk Assessment, which is a proactive planning review that readies the City for worst case water supply conditions should they occur in the immediate future. The DRA compares the City's projected demands over the next five years to estimated available supplies should a five-year dry period occur. The results of the DRA prepared as part of the 2020 UWMP indicates that the City has sufficient supplies to meet projected demands over the next five years.

## 8.2 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT

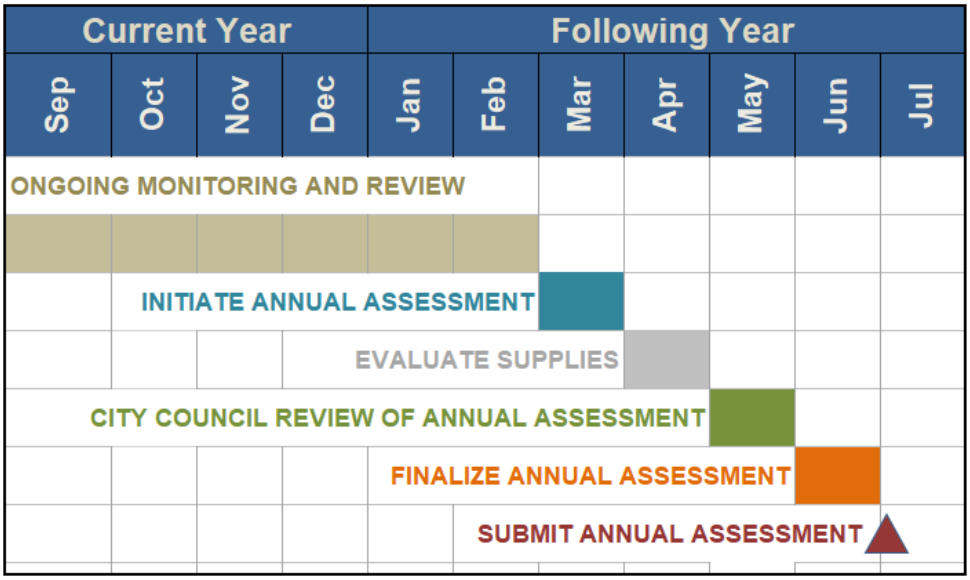
Updates to the California Water Code now requires that urban water suppliers prepare an annual water supply and demand assessment (Annual Assessment) on an annual basis. The findings of

this Annual Assessment will be summarized in a report submitted to the Department of Water Resources by July 1st of each calendar year, with the first report required for submission on July 1st, 2022. The purpose of this annual assessment is to ensure water suppliers are proactively considering the available water supplies and demand requirements, as well as identifying the potential need for implementing the Water Shortage Contingency Plan.

It should be noted that DWR is in the process of preparing a stand-alone guidance document that will outline general procedures to aid urban water suppliers in preparing the Annual Assessment. The decision-making process and Annual Assessment completion steps are preliminary at this point in time and will be further refined as the guidance document by DWR is completed.

The City's Water Shortage Contingency Plan is provided in **Appendix D** and summarizes the decision-making process and methodology used to prepare the Annual Assessment. The reporting timeline is shown on **Figure 8-1**.

**Figure 8-1 Annual Assessment Reporting Timeline**




## 8.3 SIX STANDARD WATER SHORTAGE LEVELS

The City's Water Shortage Contingency Plan reflects the DWR-recommended six standard water shortage levels, as documented on **Table 8-1**. Identifying the appropriate shortage level will be in accordance with the procedures outlined as part of the Annual Assessment procedures.

### Table 8-1 Water Shortage Levels

| Shortage Level | Shortage Level Condition | Percent Shortage Range |
|---|---|---|
| 0 | Normal | *None* |
| Level 1 | Alert | Up to **10%** |
| Level 2 | Significant | 11 to **20%** |
| Level 3 | Severe | 21 to **30%** |
| Level 4 | Critical | 31 to **40%** |
| Level 5 | Crisis | 41 to **50%** |
| Level 6 | Emergency | **> 50%** |

As an example, if the Annual Assessment determines a shortage of 22%, The City would be considered in a Severe Drought condition. With recommendations from City staff, the City Council has the authority to declare the appropriate conservation level considered necessary to manage the system demands and mitigate the water shortage. The City Council can also downgrade, upgrade, or terminate a shortage response level based on City staff recommendations.

Each water rationing stage includes a water demand reduction percentage, which is to be applied to normal water demands. The plan is dependent on the cause, severity, and anticipated duration of the water shortage, and a combination of voluntary and mandatory water conservation measures, which can be put in place to reduce City-wide water usage. The water shortage stages are summarized on the following page in **Table 8-2.**

### Table 8-2 Water Shortage Contingency Plan Levels

| Shortage Level | Percent Supply Shortage/ Reduction | Pittsburg Shortage Level | Water Supply Condition |
|---|---|---|---|
| Level 0 | **None** | **Normal** | At Level 0, no Water Supply Shortage condition exists. |
| Level 1 | **Up to 10%** | **Alert** | A Level 1 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are up to 10%. |
| Level 2 | **11 to 20%** | **Significant** | A Level 2 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 11 to 20%. |
| Level 3 | **21 to 30%** | **Severe** | A Level 3 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 21 to 30%. |
| Level 4 | **31 to 40%** | **Critical** | A Level 4 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 31 to 40%. |
| Level 5 | **41 to 50%** | **Crisis** | A Level 5 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 41 to 50%. |
| Level 6 | **> 50%** | **Emergency** | A Level 6 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are greater than 50%. |

## 8.4 SHORTAGE RESPONSE ACTIONS

The City's WSCP includes shortage response actions that may be implemented during a water shortage. Additionally, the City's municipal code has multiple permanent water use restrictions in place year-round that minimize water waste. These shortage response actions and permanent water use restrictions are summarized in the WSCP, provided in **Appendix D**.

## 8.5 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

The plan adoption, submittal and availability process are the same as those for the City's UWMP. However, the WSCP may be periodically amended independently from the City's UWMP. Should an amendment to the WSCP be implemented, stakeholder and public notification methods consistent with the UWMP will be performed prior to adoption of the amended plan.

# CHAPTER 9 – DEMAND MANAGEMENT MEASURES

This chapter summarizes the demand management measures, which are additional measures the supplier plans on implementing to achieve its water use targets and maintain ongoing water conservation.

## 9.1 DEMAND MANAGEMENT MEASURES AND IMPLEMENTATION

***Law***

> *10631 (f)(A) …The narrative shall describe the water demand management measure that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.*
> *(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:*
> *(i) Water waste prevention ordinances.*
> *(ii) Metering.*
> *(iii) Conservation pricing.*
> *(iv) Public education and outreach.*
> *(v) Programs to assess and manage distribution system real loss.*
> *(vi) Water conservation program coordination and staffing support.*
> *(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.*

### 9.1.1 Water Waste Prevention Ordinances

The City has water waste prevention ordinances stipulated in the Municipal Code, which are permanent water use restrictions and prohibit the following:

- Permitting water to flow onto a sidewalk, driveway or street, or escape down a gutter, ditch or other service drain.
- Irrigating landscaped areas with water in excess of the minimal amount required to sustain plant life, as determined by a staff water audit.
- Failing to repair a controllable leak of water
- Washing sidewalks, driveways, parking areas, tennis courts, patios, or other exterior paved areas except to alleviate a condition inimical to the public health or safety.
- The use of water for decorative fountains or pools, except for recycled water approved for such use.
- Using a hose without an automatic shutoff nozzle.

- Outside watering with City-furnished water that results in excessive flooding or runoff into a gutter, drain, walkway, or sewer.
- Irrigation between 11 AM and 6 PM is discouraged.
- The application of potable water to outdoor landscapes during and up to within 48 hours after measurable rainfall.
- The serving of drinking water, other than upon request, in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.

The City also encourages operators of hotels and motels to provide guests with the option of choosing not to have towels and linens laundered daily; the facilities are required to prominently display notice of this option in each guestroom using easily understood language.

### 9.1.2 Metering

***Law***

*526*
*(a) Notwithstanding any other provisions of law, an urban water supplier that, on or after January 1, 2004, receives water from the federal Central Valley Project under a water service contract or subcontract…shall do both of the following:*
*(b) (1) On or before January 1, 2013, install water meters on all service connections to residential and nonagricultural commercial buildings…located within its service area.*
*527*
*(a) An urban water supplier that is not subject to Section 526 shall do both of the following:*
*(1) Install water meters on all municipal and industrial service connections located within its service area on or before January 1, 2025.*

The City's water system is fully metered and automatic meter reading systems are continuing to be implemented. The City plans to continue metering all new connections and converting existing metered connections to automatic meter reading systems.

### 9.1.3 Conservation Pricing

The City has implemented conservation pricing for residential customers and Commercial, Industrial and Institutional (CII) accounts. The City has a tiered rate structure for single family residential customers.

### 9.1.4 Public Outreach and Rebate Programs

The City, in cooperation with the CCWD, has multiple programs in place to reduce water consumption by raising public awareness of water conservation. The School Education Program aims to teach children the importance of water and water conservation and provides programs that promote and reinforce the recognition of activities that could affect water quality,

understanding the connection between health and water quality, understanding watershed biodiversity, and the importance of water conservation.

The City has also developed a Public Information Program in partnership with CCWD, that aims to promote water conservation messages and programs through a variety of media avenues including publications, website pages, presentations, community event booths, mailers, newsletters, newspaper ads, and water education programs.

The City has also developed a CII conservation program in partnership with CCWD. This program includes inspection of individual water-using devices and the detailed report listing improvements that can be made to the equipment to increase water use efficiency. Rebates are offered as incentive to upgrade to more efficient equipment. The City also performs indoor and outdoor water use survey programs for single-family and multi-family residential areas and provides rebates for water-efficient appliances

#### *9.1.4.1 Water Conservation Rebate Programs*

The City is currently implementing the following rebate programs in cooperation with CCWD:

**Lawn to Garden Rebate Program**

The Lawn to Garden Rebate Program provides an incentive to customers to replace water-thirsty lawns with water wise landscaping. Residential customers can receive up to $1,000 and commercial properties up to $20,000. The program, along with many like it throughout California, aims to encourage sustainable, water-wise landscaping.

**Smart Irrigation Timer Rebates**

Smart irrigation timers save water by allowing the irrigation schedule to be automatically updated with changes in the weather. Many of the new models allow homeowners to manage their irrigation using an app on their smart phone. The District provides a rebate up to 50% of the list cost of the irrigation timer.

**Pool Cover Rebates**

Pool covers save water by reducing the amount of water that is evaporated when the pool is not in use. The District provides a rebate of $50 to customer who purchase a new pool cover.

**Greywater Rebate**

The District offers a $50 rebate as an incentive for homeowners to install “simple” grey water system at their homes

### 9.1.5 Programs to Assess and Manage Distribution System Real Loss

In order to determine if leaks exist in the supply and distribution system, actual metered water use is compared to total well production. Monthly production is tracked and reviewed annually to determine if the system is experiencing any significant losses. Upon the determination that a source of significant loss exists, the Maintenance Department will determine the specific location of the loss and schedule any discovered leaks for repair. A record of leak discovery and repair are kept, as well as documentation of each incident and/or detected leak. Upon the completion of a repair, follow up comparison of production versus water use is tracked to estimate the total amount of water saved due to the repair

The City has implemented a system water audit to determine if leaks in the supply and distribution system exist and a method for repair in the event that the leaks become significant. The system audit is performed by tracking the actual metered water use, which can be compared to total well production. Production is tracked monthly, and reviewed annually to determine if the system exhibits significant losses.

### 9.1.6 Water Conservation Program Coordination and Staffing Support

In order to manage and coordinate the water conservation programs implemented by the City, an employee is appointed to be responsible for water conservation. The coordinator's position has been active at the City since 1995 as a shared part-time responsibility between the City's Public Works Director, and the City's Administrative Officer. The majority of the funding for these duties is through CCWD's program and is included in the raw water rates.

### 9.1.7 Other Demand Management Measures

Since 1988 CCWD has been distributing and installing low flow showerheads to single family and multi-family residential customers. Additionally, CCWD provides faucet aerators to single family and multi-family residential customers. The City has coordinated with CCWD in the implementation of this program throughout the City's service area.

In 1999 CCWD began providing rebates for the installation of high-efficiency washing machines. This program is ongoing and the City participates in the implementation of this rebate within its service area.

CCWD also offers a high efficiency toilet replacement program, which provides customers with a rebate after the installation of a qualifying toilet or a discount voucher for the purchase of specific toilet models. Rebates are provided for all customer classes. The City participates in this rebate program and offers it throughout the service area.

# CHAPTER 10 – PLAN ADOPTION, SUBMITTAL AND IMPLEMENTATION

This chapter summarizes the process for adopting and submitting the UWMP as well as the ways the public can access the adopted UWMP

## 10.1 INCLUSION OF ALL 2020 DATA

The City is preparing the 2020 UWMP on the basis of a fiscal year and preparation of the plan was completed following the end of fiscal year 2020. Relevant data has been updated through June of 2020.

## 10.2 NOTICE OF PUBLIC HEARING

This section documents the public notification process and when notice was given.

### 10.2.1 Notice to Cities and Counties

***Law***

> *10621 (b) Every urban water supplier required to prepare a plan shall…at least 60 days prior to the public hearing on the plan…notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.*
>
> *10642 …The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area…*

The City provided notice to relevant stakeholders, summarized in Table 10-1, on April 8th, 2021; this notification date was more than the required 60 days prior to the public hearing on the 2020 UWMP.

**Table 10-1 Notification to Cities and Counties**

| City or County Name | 60 Day Notice | Notice of Public Hearing |
|---|---|---|
| Contra Costa County | ☑ | ☑ |

### 10.2.2 Notice to the Public

***Law***

> *10642 …Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection…Prior to the hearing, notice of the time and place of hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code…*
>
> *Government Code 6066*
> *Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.*

A notice of the public hearing was published in the local newspaper in a manner pursuant to the stated Government Code 6066. Documentation of the notice provided to the public is included in **Appendix E** and the draft 2020 UWMP was available for review at various City facilities and on the City's web page.

## 10.3 PUBLIC HEARING AND ADOPTION

After the public review, the City held an informational public hearing on August 16th, 2021, to provide information about the City's 2020 UWMP, as well as to receive comments and input from members of the community. Following public hearing, the City held a City Council meeting on September 20th, 2021 to adopt the final 2020 UWMP; **Appendix E** includes a copy of the adopting resolution.

## 10.4 PLAN SUBMITTAL

The UWMPA requires water agencies to submit a copy of the adopted 2020 UWMP to the DWR within 30 days of adoption and before July 1st, 2021. Additionally, water agencies are required to submit a copy of the adopted 2020 UWMP to all relevant stakeholders within 30 days of adoption.

## 10.5 PUBLIC AVAILABILITY

The UWMPA requires water agencies to submit a copy of the adopted 2020 UWMP to the DWR within 30 days of adoption and before July 1st, 2021. Additionally, water agencies are required to submit a copy of the adopted 2020 UWMP to all relevant stakeholders within 30 days of adoption.

## 10.6 AMENDING AND ADOPTED UWMP

Consistent with the UWMPA requirements, a copy of the 2020 UWMP was made available to the public in the office of the City Clerk at City Hall within 30 days of adoption.

# CHAPTER 11 – DWR CHECKLIST

This report is organized in accordance with the outline suggested by DWR for the 2020 Urban Water Management Plans. This additional chapter is included to guide the reviewers to the chapters or sections in this report that address the items listed in the DWR Checklist, as published in the Final Guidebook (March 2021). The completed DWR checklist is included as **Table 11-1**.

**Table 11-1 DWR Checklist**

| No. | UWMP Requirement | Subject | California Water Code Reference | UWMP Location |
|---|---|---|---|---|
| 1 | A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities. | Introduction and Overview | 10615 | Chapter 4, 6 |
| 2 | Each plan shall include a simple description of the supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a supplier may also choose to include a simple description at the beginning of each chapter. | Summary | 10630.5 | Chapter 1-10 |
| 3 | Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier. | Plan Preparation | 10620(b) | - |
| 4 | Coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable. | Plan Preparation | 10620(d)(2) | Section 10.2 |
| 5 | Provide supporting documentation that the water supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan. | Plan Preparation | 10642 | Section 10.2 |
| 6 | Retail suppliers will include documentation that they have provided their wholesale supplier(s) - if any - with water use projections from that source. | System Supplies | 10631(h) | Section 2.6, Section 6.1 |

| No. | UWMP Requirement | Subject | California Water Code Reference | UWMP Location |
|---|---|---|---|---|
| **7** | Wholesale suppliers will include documentation that they have provided their urban water suppliers with identification and quantification of the existing and planned sources of water available from the wholesale to the urban supplier during various water year types. | System Supplies | 10631(h) | Section 2.6 |
| **8** | Describe the water supplier service area. | System Description | 10631(a) | Section 3.1 |
| **9** | Describe the climate of the service area of the supplier. | System Description | 10631(a) | Section 3.2 |
| **10** | Provide population projections for 2025, 2030, 2035, 2040 and optionally 2045. | System Description | 10631(a) | Section 3.3 |
| **11** | Describe other social, economic, and demographic factors affecting the supplier's water management planning. | System Description | 10631(a) | Section 3.1, Section 3.3 |
| **12** | Indicate the current population of the service area. | System Description and Baselines and Targets | 10631(a) | Section 3.3 |
| **13** | Describe the land uses within the service area. | System Description | 10631(a) | Section 3.1.3 |
| **14** | Quantify past, current, and projected water use, identifying the uses among water use sectors. | System Water Use | 10631(d)(1) | Section 4.2 |
| **15** | Retail suppliers shall provide data to show the distribution loss standards were met. | System Water Use | 10631(d)(3)(C) | Section 4.3 |
| **16** | In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws. | System Water Use | 10631(d)(4)(A) | Section 4.4 |
| **17** | Provide citations of codes, standards, ordinances, or plans used to make water use projections. | System Water Use | 10631(d)(4)(B) | - |

| No. | UWMP Requirement | Subject | California Water Code Reference | UWMP Location |
|---|---|---|---|---|
| 18 | Report the distribution system water loss for each of the 5 years preceding the plan update. | System Water Use | 10631(d)(3)(A) | Section 4.3 |
| 19 | Include projected water use needed for lower income housing projected in the service area of the supplier. | System Water Use | 10631.1(a) | Section 4.5 |
| 20 | Demands under climate change considerations must be included as part of the drought risk assessment. | System Water Use | 10635(b) | Section 7.5 |
| 21 | Retail suppliers shall provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data. | Baselines and Targets | 10608.20(e) | Chapter 5 |
| 22 | Retail suppliers shall meet their water use target by December 31, 2020. | Baselines and Targets | 10608.24(a) | Chapter 5 |
| 23 | Wholesale suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their retail water suppliers achieve targeted water use reductions. | Baselines and Targets | 10608.36 | - |
| 24 | If the retail supplier adjusts its compliance GPCD using weather normalization, economic adjustment, or extraordinary events, it shall provide the basis for, and data supporting the adjustment. | Baselines and Targets | 10608.24(d)(2) | - |
| 25 | Retail suppliers' per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use of the 5-year baseline. This does not apply if the suppliers base GPCD is at or below 100. | Baselines and Targets | 10608.22 | Section 5.6 |
| 26 | Retail suppliers shall report on their compliance in meeting their water use targets. The data shall be reported using a standardized form in the SBX7-7 2020 Compliance Form. | Baselines and Targets | 10608.4 | Section 5.7 |

| No. | UWMP Requirement | Subject | California Water Code Reference | UWMP Location |
|---|---|---|---|---|
| **27** | Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought. | System Supplies | 10631(b)(1) | Sections 7.5 |
| **28** | Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change. | System Supplies | 10631(b)(1) | Sections 7.5 |
| **29** | When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies. | System Supplies | 10631(b)(2) | Section 6.2 |
| **30** | Describe measures taken to acquire and develop planned sources of water. | System Supplies | 10631(b)(3) | Section 6.1 |
| **31** | Identify and quantify the existing and planned sources of water available for 2020, 2025, 2030, 2035, 2040 and optionally 2045. | System Supplies | 10631(b) | Section 6.9 |
| **32** | Indicate whether groundwater is an existing or planned source of water available to the supplier. | System Supplies | 10631(b) | Section 6.2 |
| **33** | Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization. | System Supplies | 10631(b)(4)(A) | Section 6.2.2 |
| **34** | Describe the groundwater basin. | System Supplies | 10631(b)(4)(B) | Section 6.2.1 |
| **35** | Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the supplier has the legal right to pump. | System Supplies | 10631(b)(4)(B) | Section 6.2.3 |

| No. | UWMP Requirement | Subject | California Water Code Reference | UWMP Location |
|---|---|---|---|---|
| 36 | For unadjudicated basins, indicate whether or not the department has identified the basin as a high or medium priority. Describe efforts by the supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions. | System Supplies | 10631(b)(4)(B) | Section 6.2.2.1 |
| 37 | Provide a detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. | System Supplies | 10631(b)(4)(C) | Section 6.2.4 |
| 38 | Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped. | System Supplies | 10631(b)(4)(D) | Section 6.9 |
| 39 | Describe the opportunities for exchanges or transfers of water on a short-term or long- term basis. | System Supplies | 10631(c) | Section 6.7 |
| 40 | Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project. | System Supplies (Recycled Water) | 10633(b) | Section 6.5.2 |
| 41 | Describe the recycled water currently being used in the supplier's service area. | System Supplies (Recycled Water) | 10633(c) | Section 6.5.3 |
| 42 | Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses. | System Supplies (Recycled Water) | 10633(d) | Section 6.5.4 |
| 43 | Describe the projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected. | System Supplies (Recycled Water) | 10633(e) | Section 6.5.4 |

| No. | UWMP Requirement | Subject | California Water Code Reference | UWMP Location |
|---|---|---|---|---|
| 44 | Describe the actions which may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year. | System Supplies (Recycled Water) | 10633(f) | Section 6.5.5 |
| 45 | Provide a plan for optimizing the use of recycled water in the supplier's service area. | System Supplies (Recycled Water) | 10633(g) | Section 6.5.5 |
| 46 | Describe desalinated water project opportunities for long-term supply. | System Supplies | 10631(g) | Section 6.6 |
| 47 | Describe the wastewater collection and treatment systems in the supplier's service area with quantified amount of collection and treatment and the disposal methods. | System Supplies | 10633(a) | Section 6.5.2 |
| 48 | Describe the expected future water supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and for a period of drought lasting 5 consecutive water years. | System Supplies | 10631(f) | Section 6.9 |
| 49 | The UWMP must include energy information, as stated in the code, that a supplier can readily obtain. | System Suppliers, Energy Intensity | 10631.2(a) | Section 6.10, Appendix C |
| 50 | Provide information on the quality of existing sources of water available to the supplier and the manner in which water quality affects water management strategies and supply reliability | Water Supply Reliability Assessment | 10634 | Section 7.1 |
| 51 | Describe water management tools and options to maximize resources and minimize the need to import water from other regions. | Water Supply Reliability Assessment | 10620(f) | Section 6.2.2, Section 7.4 |

| No. | UWMP Requirement | Subject | California Water Code Reference | UWMP Location |
|---|---|---|---|---|
| 52 | Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the water supplier with the total projected water use over the next 20 years. | Water Supply Reliability Assessment | 10635(a) | Section 7.3 |
| 53 | Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects. | Water Supply Reliability Assessment | 10635(b) | Section 7.5 |
| 54 | Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts 5 consecutive years. | Water Supply Reliability Assessment | 10635(b)(1) | Section 7.5 |
| 55 | Include a determination of the reliability of each source of supply under a variety of water shortage conditions. | Water Supply Reliability Assessment | 10635(b)(2) | Section 7.3, Section 7.5 |
| 56 | Include a comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period. | Water Supply Reliability Assessment | 10635(b)(3) | Section 7.3, Section 7.5 |
| 57 | Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria. | Water Supply Reliability Assessment | 10635(b)(4) | Section 7.3, Section 7.5 |
| 58 | Provide a water shortage contingency plan (WSCP) with specified elements below. | Water Shortage Contingency Planning | 10632(a) | Chapter 8, Appendix D |
| 59 | Provide the analysis of water supply reliability (from Chapter 7 of Guidebook) in the WSCP | Water Shortage Contingency Planning | 10632(a)(1) | Chapter 8, Appendix D |

| No. | UWMP Requirement | Subject | California Water Code Reference | UWMP Location |
|---|---|---|---|---|
| **60** | Describe reevaluation and improvement procedures for monitoring and evaluation the water shortage contingency plan to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented. | Water Shortage Contingency Planning | 10632(a)(10) | Chapter 8, Appendix D |
| **61** | Provide the written decision- making process and other methods that the supplier will use each year to determine its water reliability. | Water Shortage Contingency Planning | 10632(a)(2)(A) | Chapter 8, Appendix D |
| **62** | Provide data and methodology to evaluate the supplier's water reliability for the current year and one dry year pursuant to factors in the code. | Water Shortage Contingency Planning | 10632(a)(2)(B) | Chapter 8, Appendix D |
| **63** | Define six standard water shortage levels of 10, 20, 30, 40, 50 percent shortage and greater than 50 percent shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply. | Water Shortage Contingency Planning | 10632(a)(3)(A) | Chapter 8, Appendix D |
| **64** | Suppliers with an existing water shortage contingency plan that uses different water shortage levels must cross reference their categories with the six standard categories. | Water Shortage Contingency Planning | 10632(a)(3)(B) | Chapter 8, Appendix D |
| **65** | Suppliers with water shortage contingency plans that align with the defined shortage levels must specify locally appropriate supply augmentation actions. | Water Shortage Contingency Planning | 10632(a)(4)(A) | Chapter 8, Appendix D |
| **66** | Specify locally appropriate demand reduction actions to adequately respond to shortages. | Water Shortage Contingency Planning | 10632(a)(4)(B) | Chapter 8, Appendix D |

| No. | UWMP Requirement | Subject | California Water Code Reference | UWMP Location |
|---|---|---|---|---|
| 67 | Specify locally appropriate operational changes. | Water Shortage Contingency Planning | 10632(a)(4)(C) | Chapter 8, Appendix D |
| 68 | Specify additional mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions are appropriate to local conditions. | Water Shortage Contingency Planning | 10632(a)(4)(D) | Chapter 8, Appendix D |
| 69 | Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action. | Water Shortage Contingency Planning | 10632(a)(4)(E) | Chapter 8, Appendix D |
| 70 | The plan shall include a seismic risk assessment and mitigation plan. | Water Shortage Contingency Plan | 10632.5 | Chapter 8, Appendix D |
| 71 | Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages. | Water Shortage Contingency Planning | 10632(a)(5)(A) | Chapter 8, Appendix D |
| 72 | Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications. | Water Shortage Contingency Planning | 10632(a)(5)(B)10632(a)(5)(C) | Chapter 8, Appendix D |
| 73 | Retail supplier must describe how it will ensure compliance with and enforce provisions of the WSCP. | Water Shortage Contingency Planning | 10632(a)(6) | Chapter 8, Appendix D |
| 74 | Describe the legal authority that empowers the supplier to enforce shortage response actions. | Water Shortage Contingency Planning | 10632(a)(7)(A) | Chapter 8, Appendix D |
| 75 | Provide a statement that the supplier will declare a water shortage emergency Water Code Chapter 3. | Water Shortage Contingency Planning | 10632(a)(7)(B) | Chapter 8, Appendix D |

| No. | UWMP Requirement | Subject | California Water Code Reference | UWMP Location |
|---|---|---|---|---|
| **76** | Provide a statement that the supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency. | Water Shortage Contingency Planning | 10632(a)(7)(C) | Chapter 8, Appendix D |
| **77** | Describe the potential revenue reductions and expense increases associated with activated shortage response actions. | Water Shortage Contingency Planning | 10632(a)(8)(A) | Chapter 8, Appendix D |
| **78** | Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions. | Water Shortage Contingency Planning | 10632(a)(8)(B) | Chapter 8, Appendix D |
| **79** | Retail suppliers must describe the cost of compliance with Water Code Chapter 3.3: Excessive Residential Water Use During Drought | Water Shortage Contingency Planning | 10632(a)(8)(C) | Chapter 8, Appendix D |
| **80** | Retail suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance. | Water Shortage Contingency Planning | 10632(a)(9) | Chapter 8, Appendix D |
| **81** | Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas. | Water Shortage Contingency Planning | 10632(b) | Chapter 8, Appendix D |
| **82** | Provide supporting documentation that Water Shortage Contingency Plan has been, or will be, provided to any city or county within which it provides water, no later than 30 days after the submission of the plan to DWR. | Plan Adoption, Submittal, and Implementation | 10635(c) | Section 8.5, Appendix D, and 10.4 |
| **83** | Make available the Water Shortage Contingency Plan to customers and any city or county where it provides water within 30 after adopted the plan. | Water Shortage Contingency Planning | 10632(c) | Chapter 8, Appendix D |

| No. | UWMP Requirement | Subject | California Water Code Reference | UWMP Location |
|---|---|---|---|---|
| 84 | Wholesale suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and supplier assistance program. | Demand Management Measures | 10631(e)(2) | Sections 9.1 and 9.3 |
| 85 | Retail suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code. | Demand Management Measures | 10631(e)(1) | Sections 9.2 and 9.3 |
| 86 | Retail suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance). | Plan Adoption, Submittal, and Implementation | 10608.26(a) | Chapter 10.3 |
| 87 | Notify, at least 60 days prior to the public hearing, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. Reported in Table 10-1. | Plan Adoption, Submittal, and Implementation | 10621(b) | Section 10.2.1 |
| 88 | Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021. | Plan Adoption, Submittal, and Implementation | 10621(f) | Section 10.4 |
| 89 | Provide supporting documentation that the urban water supplier made the plan and contingency plan available for public inspection, published notice of the public hearing, and held a public hearing about the plan and contingency plan. | Plan Adoption, Submittal, and Implementation | 10642 | Sections 10.2 |
| 90 | The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water. | Plan Adoption, Submittal, and Implementation | 10642 | Section 10.2 |

| No. | UWMP Requirement | Subject | California Water Code Reference | UWMP Location |
|---|---|---|---|---|
| 91 | Provide supporting documentation that the plan and contingency plan has been adopted as prepared or modified. | Plan Adoption, Submittal, and Implementation | 10642 | Section 10.4 |
| 92 | Provide supporting documentation that the urban water supplier has submitted this UWMP to the California State Library. | Plan Adoption, Submittal, and Implementation | 10644(a) | Section 10.4 |
| 93 | Provide supporting documentation that the urban water supplier has submitted this UWMP to any city or county within which the supplier provides water no later than 30 days after adoption. | Plan Adoption, Submittal, and Implementation | 10644(a)(1) | Section 10.4 |
| 94 | The plan, or amendments to the plan, submitted to the department shall be submitted electronically. | Plan Adoption, Submittal, and Implementation | 10644(a)(2) | Sections 10.4 |
| 95 | Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the supplier has or will make the plan available for public review during normal business hours. | Plan Adoption, Submittal, and Implementation | 10645(a) | Section 10.5 |
| 96 | Provide supporting documentation that, not later than 30 days after filing a copy of its water shortage contingency plan with the department, the supplier has or will make the plan available for public review during normal business hours. | Plan Adoption, Submittal, and Implementation | 10645(b) | Section 10.5 |
| 97 | If supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings. | Plan Adoption, Submittal, and Implementation | 10621(c) | - |
| 98 | If revised, submit a copy of the water shortage contingency plan to DWR within 30 days of adoption. | Plan Adoption, Submittal, and Implementation | 10644(b) | - |

# APPENDICES

# APPENDIX A

DWR Recommended Tables

| Submittal Table 2-1 Retail Only: Public Water Systems | | | |
|---|---|---|---|
| Public Water System Number | Public Water System Name | Number of Municipal Connections 2020 | Volume of Water Supplied 2020 * |
| *Add additional rows as needed* | | | |
| 710008 | City of Pittsburg | 20,328 | 9,232 |
| | | | |
| | | | |
| | **TOTAL** | 20,328 | 9,232 |
| **** Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.* | | | |
| NOTES: | | | |

| Submittal Table 2-2: Plan Identification | | | |
|---|---|---|---|
| **Select Only One** | **Type of Plan** | | **Name of RUWMP or Regional Alliance** *if applicable* (select from drop down list) |
| ☑ | **Individual UWMP** | | |
| | ☐ | Water Supplier is also a member of a RUWMP | |
| | ☑ | Water Supplier is also a member of a Regional Alliance | Contra Costa Water District Alliance |
| ☐ | **Regional Urban Water Management Plan (RUWMP)** | | |
| NOTES: | | | |

| Submittal Table 2-3: Supplier Identification | |
|---|---|
| Type of Supplier (select one or both) | |
| ☐ | Supplier is a wholesaler |
| ☑ | Supplier is a retailer |
| Fiscal or Calendar Year (select one) | |
| ☐ | UWMP Tables are in calendar years |
| ☑ | UWMP Tables are in fiscal years |
| If using fiscal years provide month and date that the fiscal year begins (mm/dd) | |
| *7/1* | |
| Units of measure used in UWMP * (select from drop down) | |
| Unit | AF |
| **** Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.* | |
| NOTES: | |

| Submittal Table 2-4 Retail: Water Supplier Information Exchange |
| --- |
| The retail Supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code Section 10631. |
| Wholesale Water Supplier Name |
| *Add additional rows as needed* |
| Contra Costa Water District |
| |
| |
| NOTES: |

| Submittal Table 3-1 Retail: Population - Current and Projected | | | | | | |
|---|---|---|---|---|---|---|
| Population Served | 2020 | 2025 | 2030 | 2035 | 2040 | 2045*(opt)* |
| | 74,321 | 82,056 | 89,492 | 96,408 | 102,840 | 109,700 |
| NOTES: | | | | | | |

| Submittal Table 4-1 Retail: Demands for Potable and Non-Potable[1] Water - Actual | | | |
|---|---|---|---|
| Use Type | 2020 Actual | | |
| **Drop down list**<br>May select each use multiple times<br>These are the only Use Types that will be recognized by the WUEdata online submittal tool | Additional Description<br>(as needed) | Level of Treatment When Delivered<br>Drop down list | Volume[2] |
| Add additional rows as needed | | | |
| Single Family | | Drinking Water | 4,399 |
| Multi-Family | | Drinking Water | 1,184 |
| Commercial | | Drinking Water | 479 |
| Industrial | | Drinking Water | 889 |
| Institutional/Governmental | | Drinking Water | 152 |
| Landscape | | Drinking Water | 915 |
| Other | Hydrant meters | Drinking Water | 23 |
| Losses | See Note | Drinking Water | 1,192 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | **TOTAL** | 9,232 |

[1] *Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4.*

[2] *Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES: Losses included apparent loss, real losses, unmetered, and other miscellaneous non-revenue water.

| Submittal Table 4-2 Retail: Use for Potable and Non-Potable[1] Water - Projected | | | | | | |
|---|---|---|---|---|---|---|
| Use Type | Additional Description (as needed) | Projected Water Use[2] *Report To the Extent that Records are Available* | | | | |
| **Drop down list** May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool | | 2025 | 2030 | 2035 | 2040 | 2045 (opt) |
| Add additional rows as needed | | | | | | |
| Single Family | | 5,256 | 5,732 | 6,175 | 6,587 | 7,026 |
| Multi-Family | | 1,415 | 1,543 | 1,662 | 1,773 | 1,891 |
| Commercial | | 572 | 624 | 672 | 717 | 765 |
| Industrial | | 1,062 | 1,158 | 1,248 | 1,331 | 1,420 |
| Institutional/Governmental | | 181 | 198 | 213 | 227 | 242 |
| Landscape | | 1,093 | 1,192 | 1,284 | 1,370 | 1,461 |
| Other | Hydrant meters | 28 | 30 | 33 | 35 | 37 |
| Losses | | 1,424 | 1,553 | 1,673 | 1,784 | 1,903 |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| **TOTAL** | | 11,031 | 12,030 | 12,960 | 13,824 | 14,745 |

[1] *Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4.* [2] *Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES: Losses included apparent loss, real losses, unmetered, unbilled and non-revenue water.

| Submittal Table 4-3 Retail: Total Water Use (Potable and Non-Potable) | | | | | | |
|---|---|---|---|---|---|---|
| | 2020 | 2025 | 2030 | 2035 | 2040 | 2045 (opt) |
| Potable Water, Raw, Other Non-potable *From Tables 4-1R and 4-2 R* | 9,232 | 11,031 | 12,030 | 12,960 | 13,824 | 14,745 |
| Recycled Water Demand[1] *From Table 6-4* | 111 | 311 | 311 | 311 | 311 | 311 |
| Optional Deduction of Recycled Water Put Into Long-Term Storage[2] | | | | | | |
| **TOTAL WATER USE** | 9,343 | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |

*[1] Recycled water demand fields will be blank until Table 6-4 is complete* *[2] Long term storage means water placed into groundwater or surface storage that is not removed from storage in the same year. Supplier **may** deduct recycled water placed in long-term storage from their reported demand. This value is manually entered into Table 4-3.*

NOTES:

| Submittal Table 4-4 Retail: Last Five Years of Water Loss Audit Reporting | |
|---|---|
| Reporting Period Start Date (mm/yyyy) | Volume of Water Loss [1,2] |
| 07/2015 | 671 |
| 07/2016 | 568 |
| 07/2017 | 616 |
| 07/2018 | 745 |
| 07/2019 | 946 |
| [1] *Taken from the field "Water Losses" (a combination of apparent losses and real losses) from the AWWA worksheet.* [2] ***Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.* | |
| NOTES: July 2015 reporting period water loss estimated based on recent water loss audits. | |

| Submittal Table 4-5 Retail Only: Inclusion in Water Use Projections | |
|---|---|
| **Are Future Water Savings Included in Projections?**<br>(Refer to Appendix K of UWMP Guidebook)<br>*Drop down list (y/n)* | Yes |
| If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. | Location in UWMP: Section 4.3 |
| **Are Lower Income Residential Demands Included In Projections?**<br>*Drop down list (y/n)* | Yes |
| NOTES: | |

**Submittal Table 5-1 Baselines and Targets Summary**
**From SB X7-7 Verification Form**
*Retail Supplier or Regional Alliance Only*

| Baseline Period | Start Year * | End Year * | Average Baseline GPCD* | Confirmed 2020 Target* |
|---|---|---|---|---|
| 10-15 year | *1999* | *2008* | *163* | *131* |
| 5 Year | *2004* | *2008* | *163* | |

**All cells in this table should be populated manually from the supplier's SBX7-7 Verification Form and reported in Gallons per Capita per Day (GPCD)*

| **Submittal Table 5-2: 2020 Compliance** **From** **SB X7-7 2020 Compliance Form** *Retail Supplier or Regional Alliance Only* | | | | |
|---|---|---|---|---|
| **2020 GPCD** | | | | |
| Actual 2020 GPCD* | 2020 TOTAL Adjustments* | Adjusted 2020 GPCD* *(Adjusted if applicable)* | 2020 Confirmed Target GPCD* | Did Supplier Achieve Targeted Reduction for 2020? Y/N |
| *111* | *-* | *111* | *131* | *YES* |
| **All cells in this table should be populated manually from the supplier's SBX7-7 2020 Compliance Form and reported in Gallons per Capita per Day (GPCD)* | | | | |
| NOTES: | | | | |

| Submittal Table 6-1 Retail: Groundwater Volume Pumped | | | | | | |
|---|---|---|---|---|---|---|
| ☐ | Supplier does not pump groundwater.<br>The supplier will not complete the table below. | | | | | |
| ☐ | All or part of the groundwater described below is desalinated. | | | | | |
| Groundwater Type<br>***Drop Down List***<br>*May use each category multiple times* | Location or Basin Name | 2016* | 2017* | 2018* | 2019* | 2020* |
| *Add additional rows as needed* | | | | | | |
| Alluvial Basin | Pittsburg Plain | 1353 | 1429 | 1470 | 1154 | 1480 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | **TOTAL** | 1,353 | 1,429 | 1,470 | 1,154 | 1,480 |
| **** Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.* | | | | | | |
| NOTES: | | | | | | |

| Submittal Table 6-2 Retail: Wastewater Collected Within Service Area in 2020 | | | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ | There is no wastewater collection system. The supplier will not complete the table below. | | | | | | |
| 100% | Percentage of 2020 service area covered by wastewater collection system *(optional)* | | | | | | |
| 100% | Percentage of 2020 service area population covered by wastewater collection system *(optional)* | | | | | | |
| **Wastewater Collection** | | | **Recipient of Collected Wastewater** | | | | |
| Name of Wastewater Collection Agency | Wastewater Volume Metered or Estimated? *Drop Down List* | Volume of Wastewater Collected from UWMP Service Area 2020 * | Name of Wastewater Treatment Agency Receiving Collected Wastewater | Treatment Plant Name | Is WWTP Located Within UWMP Area? *Drop Down List* | Is WWTP Operation Contracted to a Third Party? *(optional)* *Drop Down List* | |
| Delta Diablo (Sanitation District) | Metered | 14,528 | Delta Diablo (Sanitation District) | Delta Diablo Wastewater Treatment Plan | No | No | |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| **Total Wastewater Collected from Service Area in 2020:** | | 14,528 | | | | | |
| **** Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3* **.** | | | | | | | |
| NOTES:Delta Diablo does not have metered wastewater flows broken down by city for its service area, thus wastewater flows for Pittsburg alone are not reported herein. | | | | | | | |

**Submittal Table 6-3 Retail: Wastewater Treatment and Discharge Within Service Area in 2020**

☑ **No wastewater is treated or disposed of within the UWMP service area.** The supplier will not complete the table below.

| Wastewater Treatment Plant Name | Discharge Location Name or Identifier | Discharge Location Description | Wastewater Discharge ID Number *(optional)* [2] | Method of Disposal *Drop down list* | Does This Plant Treat Wastewater Generated Outside the Service Area? *Drop down list* | Treatment Level *Drop down list* | 2020 volumes [1] | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Wastewater Treated | Discharged Treated Wastewater | Recycled Within Service Area | Recycled Outside of Service Area | Instream Flow Permit Requirement |
| Delta Diablo | New York | New York | | River or creek | Yes | Secondary, | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | **Total** | 0 | 0 | 0 | 0 | 0 |

[1] **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.

[2] If the **Wastewater Discharge ID Number** is not available to the UWMP preparer, access the SWRCB CIWQS regulated facility website at https://ciwqs.waterboards.ca.gov/ciwqs/readOnly/CiwqsReportServlet?inCommand=reset&reportName=RegulatedFacility

NOTES: Recycled water within service area, wastewater treated and discharged treated wastewater provided is for the Delta Diablo service area, not the Pittsburg service area.

**Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area**

☐ Recycled water is not used and is not planned for use within the service area of the supplier.
The supplier will not complete the table below.

| | |
|---|---|
| Name of Supplier Producing (Treating) the Recycled Water: | Delta Diablo (Sanitation District) |
| Name of Supplier Operating the Recycled Water Distribution System: | Delta Diablo (Sanitation District) |
| Supplemental Water Added in 2020 (volume) *Include units* | |
| Source of 2020 Supplemental Water | |

| Beneficial Use Type *Insert additional rows if needed.* | **Potential** Beneficial Uses of Recycled Water (Describe) | Amount of **Potential** Uses of Recycled Water (Quantity) *Include volume units* [1] | General Description of 2020 Uses | Level of Treatment *Drop down list* | 2020 [1] | 2025 [1] | 2030 [1] | 2035 [1] | 2040 [1] | 2045 [1] (opt) |
|---|---|---|---|---|---|---|---|---|---|---|
| Agricultural irrigation | | | | | | | | | | |
| Landscape irrigation (exc golf courses) | | | | Tertiary | 111 | 311 | 311 | 311 | 311 | 311 |
| Golf course irrigation | | | | | | | | | | |
| Commercial use | | | | | | | | | | |
| Industrial use | | | | | | | | | | |
| Geothermal and other energy production | | | | | | | | | | |
| Seawater intrusion barrier | | | | | | | | | | |
| Recreational impoundment | | | | | | | | | | |
| Wetlands or wildlife habitat | | | | | | | | | | |
| Groundwater recharge (IPR) | | | | | | | | | | |
| Reservoir water augmentation (IPR) | | | | | | | | | | |
| Direct potable reuse | | | | | | | | | | |
| Other (Description Required) | | | | | | | | | | |
| | | | | **Total:** | 111 | 311 | 311 | 311 | 311 | 311 |
| | | | | **2020 Internal Reuse** | | | | | | |

[1] ***Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES: Current and projected water use is based on 2020 fiscal year recycled water use and planned recycled water projects outined in Table 6-6

**Submittal Table 6-5 Retail: 2015 UWMP Recycled Water Use Projection Compared to 2020 Actual**

| | |
|---|---|
| ☐ | Recycled water was not used in 2015 nor projected for use in 2020.<br>The supplier will not complete the table below. If recycled water was not used in 2020, and was not predicted to be in 2015, then check the box and do not complete the table. |

| Beneficial Use Type | 2015 Projection for 2020 [1] | 2020 Actual Use[1] |
|---|---|---|
| *Insert additional rows as needed.* | | |
| Agricultural irrigation | | |
| Landscape irrigation (exc golf courses) | 335 | 111 |
| Golf course irrigation | 333 | 0 |
| Commercial use | | |
| Industrial use | 6,089 | 0 |
| Geothermal and other energy production | | |
| Seawater intrusion barrier | | |
| Recreational impoundment | | |
| Wetlands or wildlife habitat | | |
| Groundwater recharge (IPR) | | |
| Reservoir water augmentation (IPR) | | |
| Direct potable reuse | | |
| Other (Description Required) | | |
| **Total** | 6,757 | 111 |

[1] **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.

NOTE: Industrial use volumes were documented in the 2015 UWMP for informational purposes only and reflected demands for which CCWD, and not the City, was considered the backup water supply. This industrial use is not documented as part of the 2020 UWMP..

| Submittal Table 6-6 Retail: Methods to Expand Future Recycled Water Use | | | |
|---|---|---|---|
| ☐ | Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation. | | |
| | Provide page location of narrative in UWMP | | |
| Name of Action | Description | Planned Implementation Year | Expected Increase in Recycled Water Use * |
| *Add additional rows as needed* | | | |
| Parkside Elementary School | Irrigation | 2021 | 35 |
| Marina Vista | Irrigation | 2021 | 25 |
| Buckley Square | Irrigation | 2021 | 15 |
| Landscape along Railroad Avenue | Irrigation | 2022 | 10 |
| Law Enforcement Training Center | Irrigation | 2022 | 35 |
| Median on 3rd Avenue & Railroad Avenue | Irrigation | 2022 | 10 |
| Bay Harbor HOA | Irrigation | 2023 | 70 |
| | | **Total** | 200 |
| ***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.* | | | |
| NOTES: | | | |

| Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs | | | | | | |
|---|---|---|---|---|---|---|
| ☐ | No expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Supplier will not complete the table below. | | | | | |
| ☐ | Some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format. | | | | | |
| | Provide page location of narrative in the UWMP | | | | | |
| Name of Future Projects or Programs | Joint Project with other suppliers? | | Description (if needed) | Planned Implementation Year | Planned for Use in Year Type *Drop Down List* | Expected Increase in Water Supply to Supplier* *This may be a range* |
| | *Drop Down List (y/n)* | *If Yes, Supplier Name* | | | | |
| *Add additional rows as needed* | | | | | | |
| Long-term Transfer | Yes | CCWD | CCWD would enter into a long-term water transfer aggrement for a fixed amount of water supplies. | 2030 | | 6,000 |
| Spot Market Purchase | Yes | CCWD | CCWD would determine its water supply requirements each year and decide whether to purchase additional supplies | 2030 | | 6,000 |
| Long-term Agricultural Conjunctive Use | Yes | CCWD | CCWD would partner with an agricultural partner or irrigation district north of the Delta which has both pre-1914 surface water supplies and access to groundwater supplies. In dry years, the agricultural district would shift its water usage to local groundwater supplies and transfer its surface water allocation to CCWD. | 2030 | | 6,000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Long-term Agricultural Fallowing | Yes | CCWD | CCWD would partner with an agricultural partner, such as a large agricultural water user or irrigation district, to exchange supplies in dry years either by fallowing land or shifting crops to conserve water for other uses. | 2030 | | 6,000 |
| Industrial Recycled Water Project | Yes | CCWD | Project will deliver recycled water from CCCSD to major insudtrial customers | TBD | Average Year | > 3,400 |
| CCWD Active Near-Term Conservation Program | Yes | CCWD | Ongoing investments in active conservation programs | Ongoing | Average Year | 3,000 |
| CCWD Active Long-Term Conservation Program | Yes | CCWD | Ongoing investments in active conservation programs | Ongoing | Average Year | 8,800 |
| Long-Term Water Transfer or Other preferred alternative | Yes | CCWD | Project to meet multiple-dry year shortfall projected to begin in 2045 | 2040-2045 | Multi-Dry Year | 2,000 |
| ***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.* | | | | | | |
| NOTES: | | | | | | |

| Submittal Table 6-8 Retail: Water Supplies — Actual | | | | |
|---|---|---|---|---|
| Water Supply | Additional Detail on Water Supply | 2020 | | |
| **Drop down list** May use each category multiple times.These are the only water supply categories that will be recognized by the WUEdata online submittal tool | | Actual Volume* | Water Quality Drop Down List | Total Right or Safe Yield* (optional) |
| Add additional rows as needed | | | | |
| Purchased or Imported Water | Purchased from CCWD | 7,752 | Drinking Water | |
| Groundwater (not desalinated) | Extracted from Pittsburg Plain Groundwater Basin | 1,480 | Drinking Water | |
| Recycled Water | Produced by Delta Diablo for the City of Pittsburg | 111 | Recycled Water | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | **Total** | 9,343 | | 0 |
| ***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.* | | | | |
| NOTES: | | | | |

| Submittal Table 6-9 Retail: Water Supplies — Projected | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Water Supply | Additional Detail on Water Supply | Projected Water Supply * Report To the Extent Practicable | | | | | | | | | |
| **Drop down list** May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool | | **2025** | | **2030** | | **2035** | | **2040** | | **2045** (opt) | |
| | | Reasonably Available Volume | Total Right or Safe Yield (optional) | Reasonably Available Volume | Total Right or Safe Yield (optional) | Reasonably Available Volume | Total Right or Safe Yield (optional) | Reasonably Available Volume | Total Right or Safe Yield (optional) | Reasonably Available Volume | Total Right or Safe Yield (optional) |
| Add additional rows as needed | | | | | | | | | | | |
| Purchased or Imported Water | | 11,031 | | 12,030 | | 12,960 | | 13,824 | | 14,745 | |
| Groundwater (not desalinated) | | 1,349 | | 1,349 | | 1,349 | | 1,349 | | 1,349 | |
| Recycled Water | | 311 | | 311 | | 311 | | 311 | | 311 | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | **Total** | 12,691 | 0 | 13,690 | 0 | 14,620 | 0 | 15,484 | 0 | 16,405 | 0 |
| ***Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.* | | | | | | | | | | | |
| NOTES: Purchased Water: Projected water supply provided by CCWD is based on water supply reliability provided by CCWD. CCWD estimates that it can meet 100% of the City's projected demands during normal years.<br>Groundwater: Projected available groundwater supply is based on average groundwater extraction between 1993 and 2020. The maximum annual extraction in this period was 2,092 AF in 2008. | | | | | | | | | | | |

| Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment) | | | |
|---|---|---|---|
| **Year Type** | **Base Year** If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2019-2020, use 2020 | **Available Supplies if Year Type Repeats** | |
| | | ☐ | Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location _____ |
| | | ☐ | Quantification of available supplies is provided in this table as either volume only, percent only, or both. |
| | | **Volume Available *** | **% of Average Supply** |
| Average Year | 2020 | | 100% |
| Single-Dry Year | 2020 | | 100% |
| Consecutive Dry Years 1st Year | 1932 | | 100% |
| Consecutive Dry Years 2nd Year | 1930 | | 100% |
| Consecutive Dry Years 3rd Year | 1931 | | 95% |
| Consecutive Dry Years 4th Year | 1933 | | 90% |
| Consecutive Dry Years 5th Year | 1929 | | 85% |
| | | | |

*Supplier may use multiple versions of Table 7-1 if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Table 7-1, in the "Note" section of each table, state that multiple versions of Table 7-1 are being used and identify the particular water source that is being reported in each table.*

***Units of measure (AF, CCF, MG** ) must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES: The percentage indicated the water supply conditions for the City of Pittsburg's CCWD raw water supply under different water years.

| Submittal Table 7-2 Retail: Normal Year Supply and Demand Comparison | | | | | |
|---|---|---|---|---|---|
| | 2025 | 2030 | 2035 | 2040 | 2045 *(Opt)* |
| Supply totals<br>(*autofill from Table 6-9)* | 12,691 | 13,690 | 14,620 | 15,484 | 16,405 |
| Demand totals<br>*(autofill from Table 4-3)* | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| Difference | 1,349 | 1,349 | 1,349 | 1,349 | 1,349 |
| NOTES: | | | | | |

| Submittal Table 7-3 Retail: Single Dry Year Supply and Demand Comparison | | | | | |
|---|---|---|---|---|---|
| | 2025 | 2030 | 2035 | 2040 | 2045 (Opt) |
| Supply totals* | 12,691 | 13,690 | 14,620 | 15,484 | 16,405 |
| Demand totals* | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| Difference | 1,349 | 1,349 | 1,349 | 1,349 | 1,349 |
| ***Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.* | | | | | |
| NOTES: | | | | | |

| Submittal Table 7-4 Retail: Multiple Dry Years Supply and Demand Comparison | | | | | | |
|---|---|---|---|---|---|---|
| | | 2025* | 2030* | 2035* | 2040* | 2045* (Opt) |
| First year | Supply totals | 12,691 | 13,690 | 14,620 | 15,484 | 16,405 |
| | Demand totals | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| | Difference | 1,349 | 1,349 | 1,349 | 1,349 | 1,349 |
| Second year | Supply totals | 12,691 | 13,690 | 14,620 | 15,484 | 16,405 |
| | Demand totals | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| | Difference | 1,349 | 1,349 | 1,349 | 1,349 | 1,349 |
| Third year | Supply totals | 12,139 | 13,089 | 13,972 | 14,793 | 15,668 |
| | Demand totals | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| | Difference | 797 | 748 | 701 | 658 | 612 |
| Fourth year | Supply totals | 11,588 | 12,487 | 13,324 | 14,102 | 14,931 |
| | Demand totals | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| | Difference | 246 | 146 | 53 | (33) | (126) |
| Fifth year | Supply totals | 11,036 | 11,886 | 12,676 | 13,410 | 14,193 |
| | Demand totals | 11,342 | 12,341 | 13,271 | 14,135 | 15,056 |
| | Difference | (306) | (456) | (595) | (725) | (863) |
| Sixth year *(optional)* | Supply totals | | | | | |
| | Demand totals | | | | | |
| | Difference | 0 | 0 | 0 | 0 | 0 |
| ***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.* | | | | | | |
| NOTES: | | | | | | |

**Submittal Table 7-5: Five-Year Drought Risk Assessment Tables to address Water Code Section 10635(b)**

| 2021 | Total |
|---|---|
| Total Water Use | 9,592 |
| Total Supplies | 11,858 |
| Surplus/Shortfall w/o WSCP Action | 2,267 |
| **Planned WSCP Actions** (use reduction and supply augmentation) | |
| WSCP - supply augmentation benefit | |
| WSCP - use reduction savings benefit | |
| Revised Surplus/(shortfall) | 2,267 |
| Resulting % Use Reduction from WSCP action | 0% |

| 2022 | Total |
|---|---|
| Total Water Use | 9,952 |
| Total Supplies | 12,066 |
| Surplus/Shortfall w/o WSCP Action | 2,115 |
| **Planned WSCP Actions** (use reduction and supply augmentation) | |
| WSCP - supply augmentation benefit | |
| WSCP - use reduction savings benefit | |
| Revised Surplus/(shortfall) | 2,115 |
| Resulting % Use Reduction from WSCP action | 0% |

| 2023 | Total |
|---|---|
| Total Water Use | 10,311 |
| Total Supplies | 11,744 |
| Surplus/Shortfall w/o WSCP Action | 1,432 |
| **Planned WSCP Actions** (use reduction and supply augmentation) | |
| WSCP - supply augmentation benefit | |
| WSCP - use reduction savings benefit | |
| Revised Surplus/(shortfall) | 1,432 |
| Resulting % Use Reduction from WSCP action | 0% |

| 2024 | Total |
|---|---|
| Total Water Use | 10,671 |
| Total Supplies | 11,400 |
| Surplus/Shortfall w/o WSCP Action | 729 |
| **Planned WSCP Actions** (use reduction and supply augmentation) | |
| WSCP - supply augmentation benefit | |
| WSCP - use reduction savings benefit | |
| Revised Surplus/(shortfall) | 729 |
| Resulting % Use Reduction from WSCP action | 0% |

| 2025 | Total |
|---|---|
| Total Water Use | 11,031 |
| Total Supplies | 11,036 |
| Surplus/Shortfall w/o WSCP Action | 5 |
| **Planned WSCP Actions** (use reduction and supply augmentation) | |
| WSCP - supply augmentation benefit | |
| WSCP - use reduction savings benefit | |
| Revised Surplus/(shortfall) | 5 |
| Resulting % Use Reduction from WSCP action | 0% |

| Submittal Table 8-1<br>Water Shortage Contingency Plan Levels | | |
|---|---|---|
| **Shortage Level** | **Percent Shortage Range** | **Shortage Response Actions**<br>**(*Narrative description)*** |
| 1 | Up to 10% | A Level 1 Water Supply Shortage condition exists when the City notifies its water users that due to drought, the supply reductions targets are up to 10%. |
| 2 | Up to 20% | A Level 2 Water Supply Shortage condition exists when the City notifies its water users that due to drought, the supply reductions targets are 11 to 20%. |
| 3 | Up to 30% | A Level 3 Water Supply Shortage condition exists when the City notifies its water users that due to drought, the supply reductions targets are 21 to 30%. |
| 4 | Up to 40% | A Level 4 Water Supply Shortage condition exists when the City notifies its water users that due to drought, the supply reductions targets are 31 to 40%. |
| 5 | Up to 50% | A Level 5 Water Supply Shortage condition exists when the notifies its water users that due to drought, the supply reductions targets are 41 to 50%. |
| 6 | >50% | A Level 6 Water Supply Shortage condition exists when the City notifies its water users that due to drought, the supply reductions targets are greater than 50%. |
| NOTES: | | |

| Submittal Table 8-2: Demand Reduction Actions | | | | |
|---|---|---|---|---|
| Shortage Level | Demand Reduction Actions<br>***Drop down list***<br>*These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.* | How much is this going to reduce the shortage gap?<br>*Include units used (volume type or percentage)* | Additional Explanation or Reference<br>*(optional)* | Penalty, Charge, or Other Enforcement?<br>***For Retail Suppliers Only***<br>*Drop Down List* |
| *Add additional rows as needed* | | | | |
| 1 | Landscape - Limit landscape irrigation to specific times | 5% | Irrigation between 11 am and 6 pm is discouraged. | No |
| 1 | Landscape - Prohibit certain types of landscape irrigation | 5% | Irrigating landscaped areas with water in excess of that minimal amount required to sustain plant life. | Yes |
| 1 | Landscape - Other landscape restriction or prohibition | 5% | The application of potable water to outdoor landscapes during and up to within 48 hours after measurable rainfall. | Yes |
| 1 | Water Features - Restrict water use for decorative water features, such as fountains | 5% | The use of water for decorative fountain/pools, except for recycled water approved for such use. | Yes |
| 1 | Other - Customers must repair leaks, breaks, and malfunctions in a timely manner | 5% | Failing to repair a controllable leak of water. | Yes |
| 1 | Other - Require automatic shut of hoses | 5% | Using a hose without an automatic shutoff nozzle. | Yes |
| 1 | Other - Prohibit use of potable water for washing hard surfaces | 5% | Washing sidewalks, driveways, parking areas, tennis courts, patios, or other exterior paved areas except to alleviate a condition inimical to the public health or safety. | Yes |
| 1 | Other | 5% | Permitting water to flow onto a sidewalk, driveway or street, or escape down a gutter, ditch or other service drain. | Yes |
| 1 | Expand Public Information Campaign | 5% | Education program. | No |
| 1 | Offer Water Use Surveys | 5% | City currently providing water use surveys to 112 irrigators, and CCWD is offering free surveys to residential customers. | No |
| 1 | Provide Rebates on Plumbing Fixtures and Devices | 5% | CCWD provides rebates for efficient plumbing fixtures and devices in Pittsburg. | No |
| 1 | Provide Rebates for Landscape Irrigation Efficiency | 5% | CCWD provides rebates for CIMIS controlled irrigation systems. | No |
| 1 | Provide Rebates for Turf Replacement | 5% | CCWD provides rebates for lawn replacements in Pittsburg. | No |
| 1 | Other | 5% | Demand reduction program. | No |
| 1 | Other | 5% | Voluntary Rationing | No |

| | | | | |
|---|---|---|---|---|
| 1 | Decrease Line Flushing | 5% | | No |
| 1 | Reduce System Water Loss | 5% | | No |
| 1 | Increase Water Waste Patrols | 5% | | No |
| 2 | Landscape - Limit landscape irrigation to specific days | 10% | Irrigation watering limited to three days per week, unless controlled by a CIMIS-connected water controller, and verified by City. | Yes |
| 2 | Landscape - Limit landscape irrigation to specific days | 10% | Irrigation watering limited to two days per week, unless controlled by a CIMIS-connected water controller, and verified by City. | Yes |
| 3 | Other | 15% | Mandatory rationing | Yes |
| 3 | Other | 15% | Percentage reduction by customer type, and/or high use penalties | Yes |
| 4 | Moratorium or Net Zero Demand Increase on New Connections | 20% | | Yes |
| 4 | Implement or Modify Drought Rate Structure or Surcharge | 20% | Water rate increases | Yes |
| 5 | Other | 20% | Restrict building permits | Yes |
| 6 | Other | 20% | Per capita allotment by customer type | Yes |
| 6 | Other | 20% | Nonessential use of water prohibited | Yes |
| NOTES: | | | | |

| Submittal Table 8-3: Supply Augmentation and Other Actions | | | |
|---|---|---|---|
| Shortage Level | Supply Augmentation Methods and Other Actions by Water Supplier<br>***Drop down list***<br>*These are the only categories that will be accepted by the WUEdata online submittal tool* | How much is this going to reduce the shortage gap? *Include units used (volume type or percentage)* | Additional Explanation or Reference *(optional)* |
| *Add additional rows as needed* | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| NOTES: | | | |

| Submittal Table 10-1 Retail: Notification to Cities and Counties | | |
|---|---|---|
| City Name | 60 Day Notice | Notice of Public Hearing |
| *Add additional rows as needed* | | |
| | | |
| | | |
| | | |
| County Name *Drop Down List* | 60 Day Notice | Notice of Public Hearing |
| *Add additional rows as needed* | | |
| Contra Costa County | | |
| | | |
| NOTES: | | |

| **SB X7-7 Table 0: Units of Measure Used in 2020 UWMP*** *(select one from the drop down list)* |
|---|
| Acre Feet |
| **The unit of measure must be consistent throughout the UWMP, as reported in Submittal Table 2-3.* |
| NOTES: |

| SB X7-7 Table 2: Method for 2020 Population Estimate | |
|---|---|
| **Method Used to Determine 2020 Population** (may check more than one) | |
| ☑ | **1. Department of Finance** (DOF) or **American Community Survey** (ACS) |
| ☐ | **2. Persons-per-Connection Method** |
| ☐ | **3. DWR Population Tool** |
| ☐ | **4. Other** DWR recommends pre-review |
| NOTES: | |

| SB X7-7 Table 3: 2020 Service Area Population | |
|---|---|
| **2020 Compliance Year Population** | |
| **2020** | 74,321 |
| NOTES: | |

| SB X7-7 Table 4: 2020 Gross Water Use | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Compliance Year 2020** | **2020 Volume Into Distribution System** *This column will remain blank until SB X7-7 Table 4-A is completed.* | **2020 Deductions** | | | | | **2020 Gross Water Use** |
| | | **Exported Water *** | **Change in Dist. System Storage*** (+/-) | **Indirect Recycled Water** *This column will remain blank until SB X7-7 Table 4-B is completed.* | **Water Delivered for Agricultural Use*** | **Process Water** *This column will remain blank until SB X7-7 Table 4-D is completed.* | |
| | 9,232 | | | - | | - | **9,232** |
| *** Units of measure (AF, MG , or CCF)** must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3. | | | | | | | |
| NOTES: | | | | | | | |

**SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s), Meter Error Adjustment**

Complete one table for each source.

| **Name of Source** | Raw water imported from CCWD |
|---|---|
| **This water source is** *(check one)* **:** | |
| ☐ | The supplier's own water source |
| ☑ | A purchased or imported source |

| **Compliance Year 2020** | Volume Entering Distribution System [1] | Meter Error Adjustment [2] *Optional (+/-)* | Corrected Volume Entering Distribution System |
|---|---|---|---|
| | 7,752 | - | 7,752 |

[1] ***Units of measure (AF, MG , or CCF)*** *must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.* [2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES

**SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s) Meter Error Adjustment**

Complete one table for each source.

| **Name of Source** | Local Groundwater |
|---|---|
| **This water source is** *(check one)* **:** | |
| ☑ | The supplier's own water source |
| ☐ | A purchased or imported source |

| **Compliance Year 2020** | Volume Entering Distribution System [1] | Meter Error Adjustment [2] *Optional (+/-)* | Corrected Volume Entering Distribution System |
|---|---|---|---|
| | 1,480 | | 1,480 |

[1] ***Units of measure (AF, MG , or CCF)*** *must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.* [2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

| SB X7-7 Table 5: 2020 Gallons Per Capita Per Day (GPCD) | | |
|---|---|---|
| **2020 Gross Water** *Fm SB X7-7 Table 4* | **2020 Population** *Fm SB X7-7 Table 3* | **2020 GPCD** |
| 9,232 | 74,321 | **111** |
| NOTES: | | |

| SB X7-7 Table 9: 2020 Compliance | | | | | | | |
|---|---|---|---|---|---|---|---|
| Actual 2020 GPCD[1] | Optional Adjustments to 2020 GPCD<br>Enter "0" if Adjustment Not Used<br>Extraordinary Events[1] | Weather Normalization[1] | Economic Adjustment[1] | TOTAL Adjustments[1] | Adjusted 2020 GPCD [1] *(Adjusted if applicable)* | 2020 Confirmed Target GPCD [1, 2] | **Did Supplier Achieve Targeted Reduction for 2020?** |
| 111 | - | - | - | - | 111 | 131 | **YES** |

[1] *All values are reported in GPCD*

[2] ***2020 Confirmed Target GPCD*** *is taken from the Supplier's SB X7-7 Verification Form Table SB X7-7, 7-F.*

NOTES:

| **SB X7-7 Table 0: Units of Measure Used in UWMP*** *(select one from the drop down list)* |
|---|
| Acre Feet |
| **The unit of measure must be consistent with Submittal Table 2-3* |
| NOTES: |

| SB X7-7 Table-1: Baseline Period Ranges | | | |
|---|---|---|---|
| **Baseline** | **Parameter** | **Value** | **Units** |
| **10- to 15-year baseline period** | 2008 total water deliveries | 11,649 | Acre Feet |
| | 2008 total volume of delivered recycled water | 80 | Acre Feet |
| | 2008 recycled water as a percent of total deliveries | 1% | **See Note 1** |
| | Number of years in baseline period[1, 2] | 10 | Years |
| | Year beginning baseline period range | 1999 | |
| | Year ending baseline period range[3] | 2008 | |
| **5-year baseline period** | Number of years in baseline period | 5 | Years |
| | Year beginning baseline period range | 2004 | |
| | Year ending baseline period range[4] | 2008 | |

[1] *If the 2008 recycled water delivery is less than 10 percent of total water deliveries, then the 10-15year baseline period is a continuous 10-year period. If the amount of recycled water delivered in 2008 is 10 percent or greater of total deliveries, the 10-15 year baseline period is a continuous 10- to 15-year period.*

[2] *The Water Code requires that the baseline period is between 10 and 15 years. However, DWR recognizes that some water suppliers may not have the minimum 10 years of baseline data.*

[3] *The ending year for the 10-15 year baseline period must be between December 31, 2004 and December 31, 2010.*

[4] *The ending year for the 5 year baseline period must be between December 31, 2007 and December 31, 2010.*

NOTES:

| SB X7-7 Table 2: Method for Population Estimates | |
|---|---|
| **Method Used to Determine Population** (may check more than one) | |
| ☑ | **1. Department of Finance** (DOF) or **American Community Survey** (ACS) |
| ☐ | **2. Persons-per-Connection Method** |
| ☐ | **3. DWR Population Tool** |
| ☐ | **4. Other**<br>DWR recommends pre-review |
| NOTES: | |

| SB X7-7 Table 3: Service Area Population | | |
|---|---|---|
| Year | | Population |
| 10 to 15 Year Baseline Population | | |
| Year 1 | 1999 | 55,461 |
| Year 2 | 2000 | 56,338 |
| Year 3 | 2001 | 57,031 |
| Year 4 | 2002 | 57,723 |
| Year 5 | 2003 | 58,416 |
| Year 6 | 2004 | 59,108 |
| Year 7 | 2005 | 59,801 |
| Year 8 | 2006 | 60,494 |
| Year 9 | 2007 | 61,186 |
| Year 10 | 2008 | 61,879 |
| *Year 11* | | |
| *Year 12* | | |
| *Year 13* | | |
| *Year 14* | | |
| *Year 15* | | |
| 5 Year Baseline Population | | |
| Year 1 | 2004 | 59,108 |
| Year 2 | 2005 | 59,801 |
| Year 3 | 2006 | 60,494 |
| Year 4 | 2007 | 61,186 |
| Year 5 | 2008 | 61,879 |
| NOTES: | | |

| SB X7-7 Table 4: Annual Gross Water Use * | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Deductions | | | | | Acre Feet | |
| **Baseline Year** *Fm SB X7-7 Table 3* | | **Volume Into Distribution System** *This column will remain blank until SB X7-7 Table 4-A is completed.* | **Exported Water** | **Change in Dist. System Storage** (+/-) | **Indirect Recycled Water** *This column will remain blank until SB X7-7 Table 4-B is completed.* | **Water Delivered for Agricultural Use** | **Process Water** *This column will remain blank until SB X7-7 Table 4-D is completed.* | **Annual Gross Water Use** | |
| 10 to 15 Year Baseline - Gross Water Use | | | | | | | | | |
| Year 1 | 1999 | 10,106 | | | - | | - | 10,106 | |
| Year 2 | 2000 | 10,113 | | | - | | - | 10,113 | |
| Year 3 | 2001 | 10,742 | | | - | | - | 10,742 | |
| Year 4 | 2002 | 10,431 | | | - | | - | 10,431 | |
| Year 5 | 2003 | 10,808 | | | - | | - | 10,808 | |
| Year 6 | 2004 | 10,977 | | | - | | - | 10,977 | |
| Year 7 | 2005 | 10,227 | | | - | | - | 10,227 | |
| Year 8 | 2006 | 10,753 | | | - | | - | 10,753 | |
| Year 9 | 2007 | 11,574 | | | - | | - | 11,574 | |
| Year 10 | 2008 | 11,648 | | | - | | - | 11,648 | |
| *Year 11* | 0 | - | | | - | | - | - | |
| *Year 12* | 0 | - | | | - | | - | - | |
| *Year 13* | 0 | - | | | - | | - | - | |
| *Year 14* | 0 | - | | | - | | - | - | |
| *Year 15* | 0 | - | | | - | | - | - | |
| **10 - 15 year baseline average gross water use** | | | | | | | | **10,738** | |
| 5 Year Baseline - Gross Water Use | | | | | | | | | |
| Year 1 | 2004 | 10,977 | | | - | | - | 10,977 | |
| Year 2 | 2005 | 10,227 | | | - | | - | 10,227 | |
| Year 3 | 2006 | 10,753 | | | - | | - | 10,753 | |
| Year 4 | 2007 | 11,574 | | | - | | - | 11,574 | |
| Year 5 | 2008 | 11,648 | | | - | | - | 11,648 | |
| **5 year baseline average gross water use** | | | | | | | | **11,036** | |

*** Units of measure** (AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in Table 2-3.

NOTES:

**SB X7-7 Table 4-A: Volume Entering the Distribution System(s)**
Complete one table for each source.

| **Name of Source** | Raw Water from CCWD |
|---|---|
| **This water source is:** | |
| ☐ | The supplier's own water source |
| ☑ | A purchased or imported source |

| **Baseline Year** *Fm SB X7-7 Table 3* | | Volume Entering Distribution System[1] | Meter Error Adjustment[2] *Optional (+/-)* | Corrected Volume Entering Distribution System |
|---|---|---|---|---|
| **10 to 15 Year Baseline - Water into Distribution System** | | | | |
| Year 1 | 1999 | 8,629 | | 8,629 |
| Year 2 | 2000 | 8,759 | | 8,759 |
| Year 3 | 2001 | 9,999 | | 9,999 |
| Year 4 | 2002 | 9,671 | | 9,671 |
| Year 5 | 2003 | 10,121 | | 10,121 |
| Year 6 | 2004 | 10,149 | | 10,149 |
| Year 7 | 2005 | 9,415 | | 9,415 |
| Year 8 | 2006 | 8,980 | | 8,980 |
| Year 9 | 2007 | 9,749 | | 9,749 |
| Year 10 | 2008 | 9,556 | | 9,556 |
| *Year 11* | 0 | | | - |
| *Year 12* | 0 | | | - |
| *Year 13* | 0 | | | - |
| *Year 14* | 0 | | | - |
| *Year 15* | 0 | | | - |
| **5 Year Baseline - Water into Distribution System** | | | | |
| Year 1 | 2004 | 10,149 | | 10,149 |
| Year 2 | 2005 | 9,415 | | 9,415 |
| Year 3 | 2006 | 8,980 | | 8,980 |
| Year 4 | 2007 | 9,749 | | 9,749 |
| Year 5 | 2008 | 9,556 | | 9,556 |

[1] ***Units of measure*** *(AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in Table 2-3.*

[2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

**SB X7-7 Table 4-A: Volume Entering the Distribution System(s)**
Complete one table for each source.

| **Name of Source** | Local Groundwater |
|---|---|
| **This water source is:** | |
| ☑ | The supplier's own water source |
| ☐ | A purchased or imported source |

| **Baseline Year** *Fm SB X7-7 Table 3* | | Volume Entering Distribution System[1] | Meter Error Adjustment[2] *Optional (+/-)* | Corrected Volume Entering Distribution System |
|---|---|---|---|---|
| **10 to 15 Year Baseline - Water into Distribution System** | | | | |
| Year 1 | 1999 | 1477 | | 1,477 |
| Year 2 | 2000 | 1354 | | 1,354 |
| Year 3 | 2001 | 743 | | 743 |
| Year 4 | 2002 | 760 | | 760 |
| Year 5 | 2003 | 687 | | 687 |
| Year 6 | 2004 | 828 | | 828 |
| Year 7 | 2005 | 812 | | 812 |
| Year 8 | 2006 | 1773 | | 1,773 |
| Year 9 | 2007 | 1825 | | 1,825 |
| Year 10 | 2008 | 2092 | | 2,092 |
| Year 11 | 0 | | | 0 |
| Year 12 | 0 | | | 0 |
| Year 13 | 0 | | | 0 |
| Year 14 | 0 | | | 0 |
| Year 15 | 0 | | | 0 |
| **5 Year Baseline - Water into Distribution System** | | | | |
| Year 1 | 2004 | 828 | | 828 |
| Year 2 | 2005 | 812 | | 812 |
| Year 3 | 2006 | 1773 | | 1,773 |
| Year 4 | 2007 | 1825 | | 1,825 |
| Year 5 | 2008 | 2092 | | 2,092 |

[1] ***Units of measure*** *(AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in Table 2-3.*

[2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

| SB X7-7 Table 5: Baseline Gallons Per Capita Per Day (GPCD) | | | | |
|---|---|---|---|---|
| **Baseline Year** *Fm SB X7-7 Table 3* | | Service Area Population *Fm SB X7-7 Table 3* | Annual Gross Water Use *Fm SB X7-7 Table 4* | Daily Per Capita Water Use (GPCD) |
| 10 to 15 Year Baseline GPCD | | | | |
| Year 1 | 1999 | 55,461 | 10,106 | 163 |
| Year 2 | 2000 | 56,338 | 10,113 | 160 |
| Year 3 | 2001 | 57,031 | 10,742 | 168 |
| Year 4 | 2002 | 57,723 | 10,431 | 161 |
| Year 5 | 2003 | 58,416 | 10,808 | 165 |
| Year 6 | 2004 | 59,108 | 10,977 | 166 |
| Year 7 | 2005 | 59,801 | 10,227 | 153 |
| Year 8 | 2006 | 60,494 | 10,753 | 159 |
| Year 9 | 2007 | 61,186 | 11,574 | 169 |
| Year 10 | 2008 | 61,879 | 11,648 | 168 |
| *Year 11* | 0 | - | - | |
| *Year 12* | 0 | - | - | |
| *Year 13* | 0 | - | - | |
| *Year 14* | 0 | - | - | |
| *Year 15* | 0 | - | - | |
| **10-15 Year Average Baseline GPCD** | | | | **163** |
| 5 Year Baseline GPCD | | | | |
| **Baseline Year** *Fm SB X7-7 Table 3* | | Service Area Population *Fm SB X7-7 Table 3* | Gross Water Use *Fm SB X7-7 Table 4* | Daily Per Capita Water Use |
| Year 1 | 2004 | 59,108 | 10,977 | 166 |
| Year 2 | 2005 | 59,801 | 10,227 | 153 |
| Year 3 | 2006 | 60,494 | 10,753 | 159 |
| Year 4 | 2007 | 61,186 | 11,574 | 169 |
| Year 5 | 2008 | 61,879 | 11,648 | 168 |
| **5 Year Average Baseline GPCD** | | | | **163** |
| NOTES: | | | | |

| **SB X7-7 Table 6: Baseline GPCD** *From Table SB X7-7 Table 5* | *Summary* |
|---|---|
| 10-15 Year Baseline GPCD | 163 |
| 5 Year Baseline GPCD | 163 |
| NOTES: | |

| **SB X7-7 Table 7: 2020 Target Method**<br>*Select Only One* | | |
|---|---|---|
| **Target Method** | | **Supporting Tables** |
| ☑ | Method 1 | SB X7-7 Table 7A |
| ☐ | Method 2 | SB X7-7 Tables 7B, 7C, and 7D |
| ☐ | Method 3 | SB X7-7 Table 7-E |
| ☐ | Method 4 | Method 4 Calculator *Located in the WUE Data Portal at wuedata.water.ca.gov* Resources *button* |
| NOTES: | | |

| **SB X7-7 Table 7-A: Target Method 1**<br>20% Reduction | |
|---|---|
| 10-15 Year Baseline<br>GPCD | **2020 Target<br>GPCD** |
| 163 | **131** |
| NOTES: | |

| SB X7-7 Table 7-F: Confirm Minimum Reduction for 2020 Target | | | | | |
|---|---|---|---|---|---|
| 5 Year Baseline GPCD *From SB X7-7 Table 5* | Maximum 2020 Target[1] | **Calculated 2020 Target [2]** | | | **Confirmed 2020 Target[4]** |
| | | As calculated by supplier in this SB X7-7 Verification Form | **Special Situations[3]** | | |
| | | | Prorated 2020 Target | Population Weighted Average 2020 Target | |
| 163 | 155 | 131 | | | **131** |

[1] ***Maximum 2020 Target*** *is 95% of the 5 Year Baseline GPCD except for suppliers at or below 100 GPCD.*

[2] ***Calculated 2020 Target*** *is the target calculated by the Supplier based on the selected Target Method, see SB X7-7 Table 7 and corresponding tables for agency's calculated target. Supplier may only enter one calculated target.*

[3] ***Prorated targets and population weighted target*** *are allowed for special situations only. These situations are described in Appendix P, Section P.3*

[4] ***Confirmed Target*** *is the lesser of the Calculated 2020 Target (C5, D5, or E5) or the Maximum 2020 Target (Cell B5)*

NOTES:

***Urban Water Supplier:*** *City of Pittsburg*

**Water Delivery Product** (If delivering more than one type of product use Table O-1C)

*Retail Potable Deliveries*

**Table O-1B: Recommended Energy Reporting - Total Utility Approach**

| | | | | |
|---|---|---|---|---|
| Enter Start Date for Reporting Period | 7/1/2019 | **Urban Water Supplier Operational Control** | | |
| End Date | 6/30/2020 | | | |
| ☐ Is upstream embedded in the values reported? | | **Sum of All Water Management Processes** | **Non-Consequential Hydropower** | |
| *Water Volume Units Used* | *AF* | Total Utility | Hydropower | Net Utility |
| *Volume of Water Entering Process (volume unit)* | | *9232* | | *9232* |
| *Energy Consumed (kWh)* | | *5419810* | | *5419810* |
| *Energy Intensity (kWh/vol. converted to MG)* | | *1801.7* | *#DIV/0!* | *1801.7* |

**Quantity of Self-Generated Renewable Energy**

kWh

**Data Quality** *(Estimate, Metered Data, Combination of Estimates and Metered Data)*

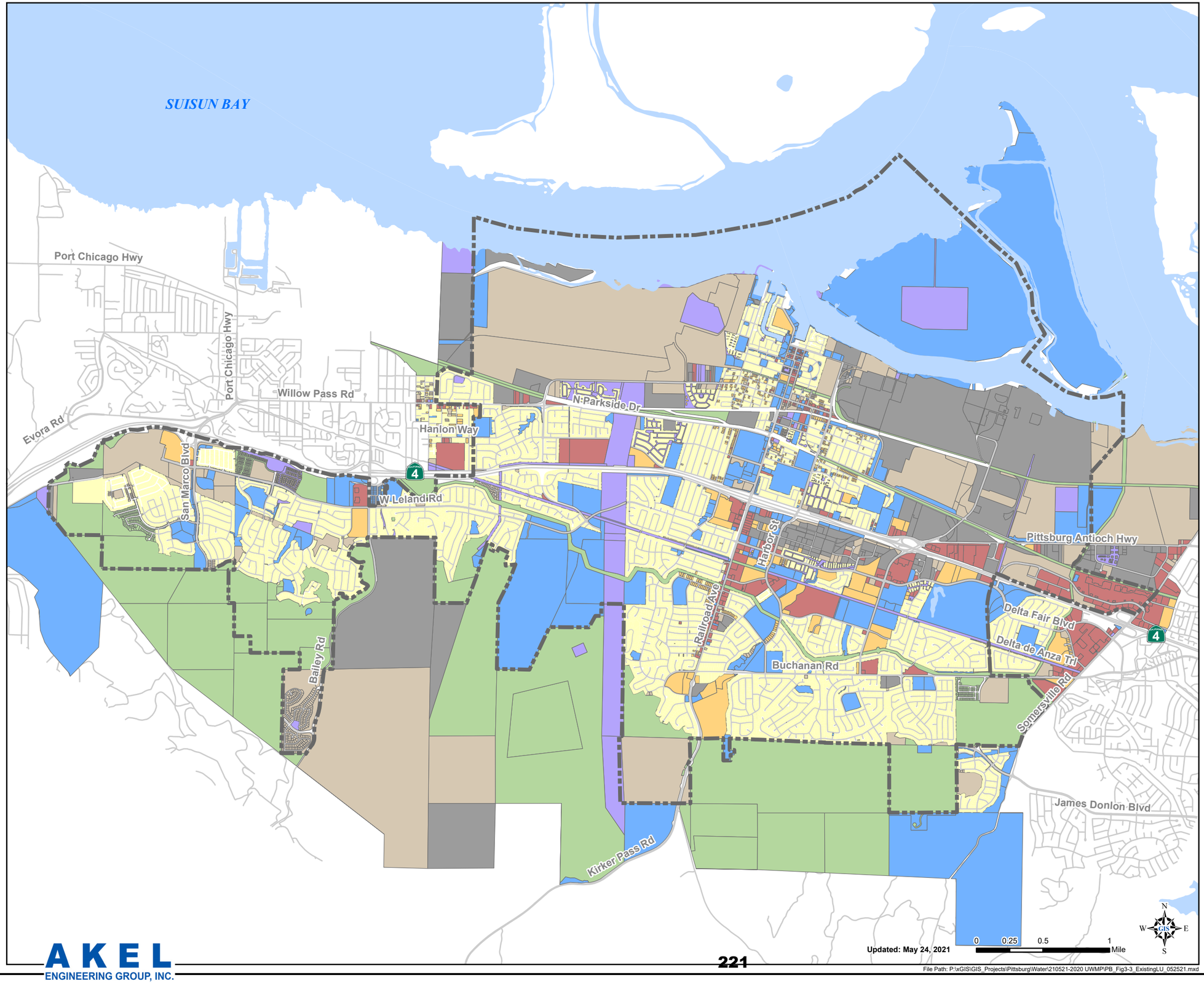
*Metered Data*

**Data Quality Narrative:**

**Narrative:**

# APPENDIX B

Existing and Alternative Future Land Use Maps




## Legend

**Existing Land Use**

- Single-Family Residential
- Multi-Family Residential
- Institutional
- Commercial
- Industrial
- Land
- Miscellaneous
- Vacant
- Pittsburg City Limits
- Water Bodies

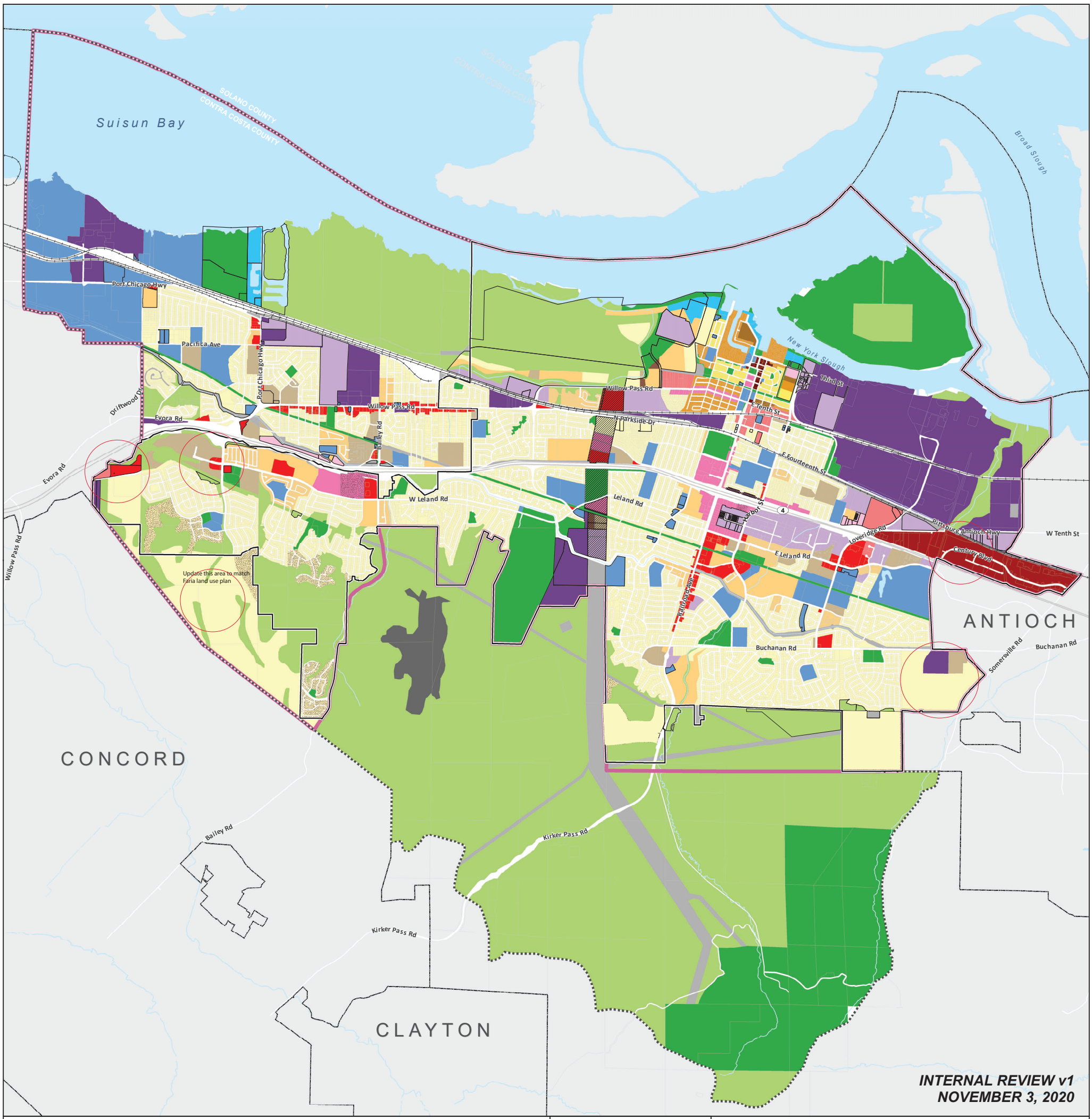
**PRELIMINARY**

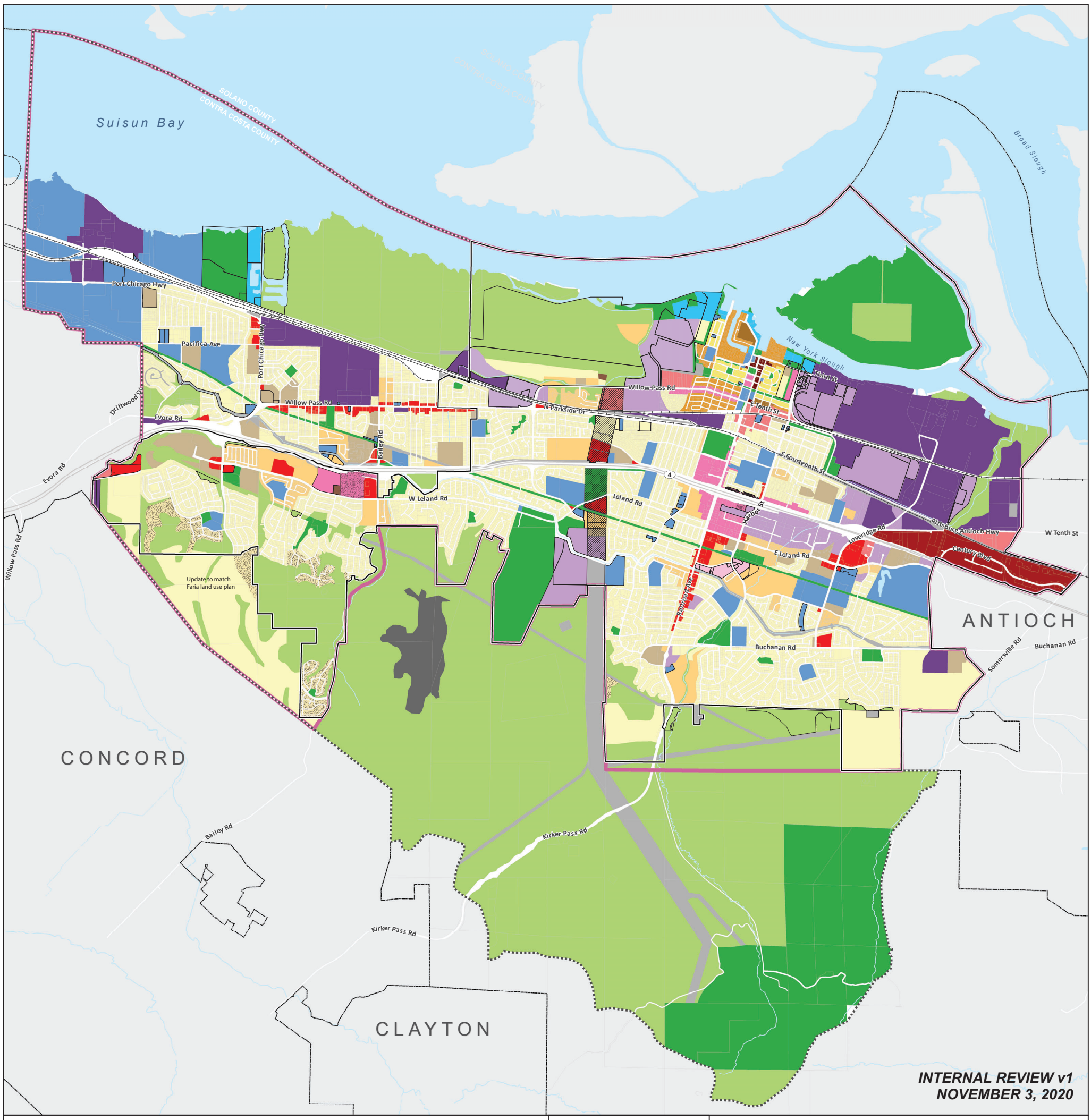
**Appendix B**
**Existing Land Use**
2020 Urban Water Management Plan
City of Pittsburg

Updated: May 24, 2021

File Path: P:\xGIS\GIS_Projects\Pittsburg\Water\210521-2020 UWMP\PB_Fig3-3_ExistingLU_052521.mxd

AKEL ENGINEERING GROUP, INC.


Suisun Bay
SOLANO COUNTY
CONTRA COSTA COUNTY
Broad Slough
New York Slough
Port Chicago Hwy
Pacifica Ave
Driftwood Dr
Evora Rd
Willow Pass Rd
Bailey Rd
W Leland Rd
Leland Rd
E Leland Rd
Parkside Dr
E Fourteenth St
Harbor St
Loveridge Rd
Pittsburg Antioch Hwy
Century Blvd
W Tenth St
E Tenth St
Third St
Railroad Ave
Buchanan Rd
Somersville Rd
Kirker Pass Rd
Update this area to match Faria land use plan
CONCORD
ANTIOCH
CLAYTON
INTERNAL REVIEW v1
NOVEMBER 3, 2020
Legend
Pittsburg City Limits
Sphere of Influence
Planning Area
Assessor Parcel Boundary
Assessor Parcel with Designation Change (Existing to Alt A)
PG&E Corridor Conversion Overlay
Transit-Oriented Development Overlay
Hillside Low Density Residential
Low Density Residential
Medium Density Residential
High Density Residential
Very High Density Residential
Regional Commercial
Service Commercial
Community Commercial
Community Commercial Mixed Use
Mixed Use
Marina Commercial
Employment Center Light Industrial
Industrial
Landfill
Open Space
Park
Public/Institutional
Utility/ROW
Downtown Low Density Residential
Downtown Med Density Residential
Downtown High Density Residential
Downtown Commercial
Water
N
0
½
1
Miles
1 in = 1/4 mile
De Novo Planning Group
A Land Use Planning, Design, and Environmental Firm
GENERAL PLAN LAND USE ALTERNATIVE A
ENVISION Pittsburg




**Legend**

- Pittsburg City Limits
- Sphere of Influence
- Planning Area
- Assessor Parcel Boundary
- Assessor Parcel with Designation Change (Existing to Alt B)
- PG&E Corridor Conversion Overlay
- Transit-Oriented Development Overlay
- Hillside Low Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Very High Density Residential
- Regional Commercial
- Service Commercial
- Community Commercial
- Community Commercial Mixed Use
- Mixed Use
- Marina Commercial
- Employment Center Light Industrial
- Industrial
- Landfill
- Open Space
- Park
- Public/Institutional
- Utility/ROW
- Downtown Low Density Residential
- Downtown Med Density Residential
- Downtown High Density Residential
- Downtown Commercial
- Water

N

0 ½ 1
Miles

1 in = 1/4 mile

De Novo Planning Group
A Land Use Planning, Design, and Environmental Firm

Source: City of Pittsburg, Contra Costa County; GP Parcels v4. Map date: November 3, 2020 (DE NOVO MAP v3)

# GENERAL PLAN LAND USE ALTERNATIVE B

ENVISION Pittsburg

# APPENDIX C

Energy Intensity Analysis

***Urban Water Supplier:*** *City of Pittsburg*

**Water Delivery Product** (If delivering more than one type of product use Table O-1C)

*Retail Potable Deliveries*

**Table O-1B: Recommended Energy Reporting - Total Utility Approach**

| | | | | |
|---|---|---|---|---|
| Enter Start Date for Reporting Period | 7/1/2019 | **Urban Water Supplier Operational Control** | | |
| End Date | 6/30/2020 | | | |
| ☐ Is upstream embedded in the values reported? | | **Sum of All Water Management Processes** | **Non-Consequential Hydropower** | |
| *Water Volume Units Used* | *AF* | Total Utility | Hydropower | Net Utility |
| *Volume of Water Entering Process (volume unit)* | | *9232* | | *9232* |
| *Energy Consumed (kWh)* | | *5419810* | | *5419810* |
| *Energy Intensity (kWh/vol. converted to MG)* | | *1801.7* | *#DIV/0!* | *1801.7* |

**Quantity of Self-Generated Renewable Energy**

kWh

**Data Quality** *(Estimate, Metered Data, Combination of Estimates and Metered Data)*

*Metered Data*

**Data Quality Narrative:**

**Narrative:**

# APPENDIX D

Water Shortage Contingency Plan

CITY OF PITTSBURG

# 2020
# WATER SHORTAGE CONTINGENCY PLAN

Draft

July 2021

AKEL
ENGINEERING GROUP, INC.

July 27, 2021

City of Pittsburg
357 E 12th Street
Pittsburg California, 94565

Attention: Jason Moser, Project Manager

Subject: **2020 Water Shortage Contingency Plan**

Dear Jason:

We are pleased to submit the City of Pittsburg 2020 Water Shortage Contingency Plan (2020 WSCP) which is intended to address the Urban Water Management Planning Act (UWMPA) of 1983 and amendments thereof.

The City's Water Shortage Contingency Plan (WSCP) was originally included in the 2015 UWMP, which received letters of review and completeness from the Department of Water Resources. As part of amendments to the UWMPA the WSCP is now required to be prepared and adopted separately from the UWMP. The 2020 WSCP builds upon previous water shortage contingency planning efforts completed by the City and reflects updates to the City's water shortage levels and water conservation measures for consistency with state-wide requirements provided by the Department of Water Resources.

We extend our thanks to you, Richard Abono, Public Works Director, Gina Haynes, Senior Civil Engineer, and other City staff whose courtesy and cooperation were valuable in reviewing and completing this study.

Sincerely,

AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.
Principal

Enclosure: 2020 Water Shortage Contingency Plan

# Acknowledgements

## City Council

**Merl Craft**, Mayor

**Holland Barrett White**, Vice Mayor

**Shanelle Scales-Preston**

**Juan Antonio Banales**

**Jelani Killings**

## Management Personnel

**Richard Abono**, Public Works Director/City Engineer

**Jason Moser**, Water Plant Superintendent

**Gina Haynes**, Senior Civil Engineer

# City of Pittsburg
# 2020 Water Shortage Contingency Plan

## Table of Contents

Page No.


Section 1 INTRODUCTION ..... 1
Section 2 WATER SUPPLY RELIABILITY ANALYSIS ..... 1
Section 3 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES . 2
3.1 Decision Making Process ..... 3
3.2 Data and Methodologies ..... 4
3.2.1 Evaluation Criteria ..... 5
3.2.2 Water Supply ..... 5
3.2.3 Current Year Unconstrained Customer Demand ..... 5
3.2.4 Current Year Available Supply ..... 5
3.2.5 Infrastructure Considerations ..... 5
Section 4 SIX STANDARD WATER SHORTAGE LEVELS ..... 6
Section 5 SHORTAGE RESPONSE ACTIONS ..... 9
5.1 Demand Reduction ..... 9
5.2 Supply Augmentation ..... 9
5.3 Operation Changes ..... 9
5.4 Additional Mandatory Restrictions ..... 15
5.5 Emergency Response Plan ..... 15
5.6 Seismic Risk Assessment and Mitigation Plan ..... 15
5.7 Shortage Response Action Effectiveness ..... 15
Section 6 COMMUNICATION PROTOCOLS ..... 16
Section 7 COMPLIANCE AND ENFORCEMENT ..... 16
Section 8 LEGAL AUTHORITIES ..... 17
Section 9 FINANCIAL CONSEQUENCES OF WSCP ACTIVATION ..... 18
Section 10 MONITORING AND REPORTING ..... 18
Section 11 WSCP REFINEMENT PROCEDURES ..... 19
Section 12 SPECIAL WATER FEATURE DISTINCTION ..... 20
Section 13 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY ..... 20

## Figures

Page No.

Figure 3-1 Annual Assessment Reporting Timeline ..... 3

## Tables

Page No.

Table 4-1 Water Shortage Levels ..... 7
Table 4-2 Water Shortage Contingency Plan Levels ..... 8
Table 5-1 Demand Reduction Actions ..... 10
Table 9-1 Financial Consequences of WSCP ..... 19

## Section 1 INTRODUCTION

This report documents the City of Pittsburg's Water Shortage Contingency Plan (WSCP). This 2020 Water Shortage Contingency Plan (WSCP) document builds upon previous water shortage contingency planning efforts completed by the City and documented in the 2010 and 2015 Urban Water Management Plans (UWMP). This WSCP reflects updates to the City's water shortage levels and water conservation measures for consistency with state wide requirements provided by the Department of Water Resources. As part of the 2020 UWMP update the Department of Water Resources requires urban water suppliers to prepare a stand-alone 2020 WSCP, that is separate from the 2020 UWMP, and intended to manage a water shortage. As the City continues to monitor the effectiveness of the WSCP this document can be updated and adopted separately from the UWMP.

Though it is a stand-alone document, the 2020 WSCP is still considered one of the elements of the 2020 UWMP, as required by the State Law.

Based on DWR requirements, and consistent with previous planning efforts, this WSCP includes the following sections:

- Water Supply Reliability Analysis
- Annual Water Supply and Demand Assessment
- Shortage Response Actions
- Communication Protocols
- Compliance and Enforcement
- Legal Authorities
- Financial Consequences of WSCP Activation
- Monitoring and Reporting
- Special Water Feature Distinction
- Plan Adoption, Submittal, and Availability

## Section 2 WATER SUPPLY RELIABILITY ANALYSIS

### *Law*

| | |
|---|---|
| *10632 (a)(1)* | *The analysis of water supply reliability conducted pursuant to Section 10635.* |

The City currently uses the following water supplies:

- **Groundwater:** Two groundwater wells extract water from the Pittsburg Plain groundwater basin, which is delivered to the City's Water Treatment Plant (WTP) before entering the water distribution system.

- **Surface Water:** A majority of the City's water supply is provided by the Contra Costa Water District (CCWD) in the form of surface water diversions from the Contra Costa Canal. These surface water supplies are delivered to the City's WTP before entering the water distribution system.

- **Recycled Water:** Delta Diablo operates and maintains a recycled water delivery system within the City's service area, which provides recycled water supplies to a number of users for irrigation purposes.

Consistent with previous planning efforts, the City's Water Supply Reliability Analysis considers the available supply volume for each water source. The Water Supply Reliability Analysis also considers the effects on available supply during a single-dry and five-year dry period.

As part of the 2020 UWMP the City has also prepared a Drought Risk Assessment (DRA), which is a proactive planning review that readies the City for worst case water supply conditions should they occur in the immediate future. The DRA compares the City's projected demands over the next five years to estimate available supplies should a five-year dry period occur. The results of the DRA prepared as part of the 2020 UWMP indicate that the City has sufficient supplies to meet projected demands over the next five years.

## Section 3 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

***Law***

| | |
|---|---|
| *10632 (a)(2)* | *The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:*<br>*(A) The written decision-making process that an urban water supplier will use each year to determine its water supply reliability.*<br>*(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:*<br>*(i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.*<br>*(ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.*<br>*(iii) Existing infrastructure capabilities and plausible constraints.*<br>*(iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.*<br>*(v) A description and quantification of each source of water supply.* |
| *10632.1* | *An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later.* |

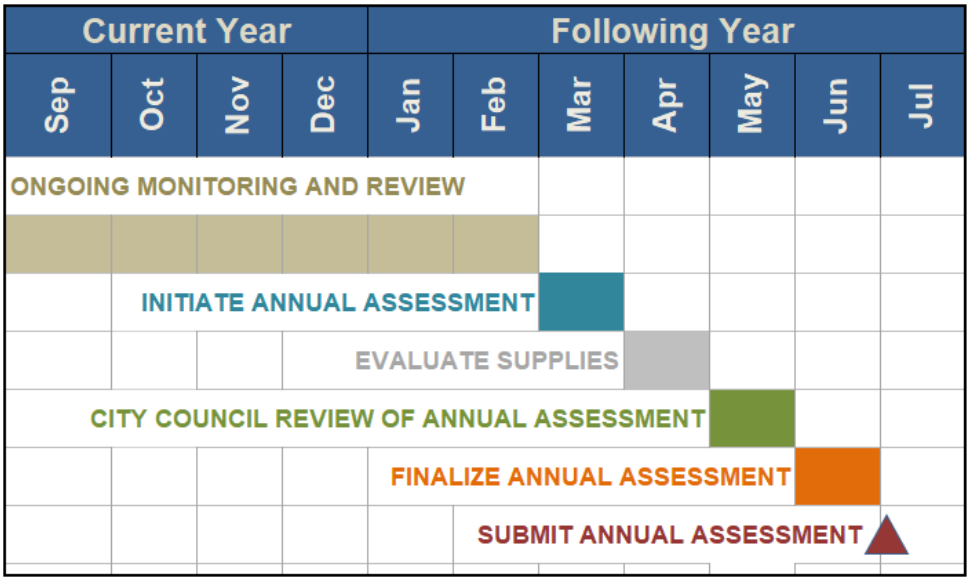
Updates to the California Water Code now require that urban water suppliers prepare a water supply and demand assessment on an annual basis (Annual Assessment). The findings of this Annual Assessment will be summarized in a report submitted to the Department of Water Resources by July 1st of each calendar year, with the first report required for submission on July 1st, 2022. The purpose of this annual assessment is to ensure water suppliers are proactively considering the available water supplies and service area demand requirements, as well as identifying the potential need for implementing the Water Shortage Contingency Plan.

It should be noted that DWR is in the process of preparing a stand-alone guidance document that will outline general procedures to aid urban water suppliers in preparing the Annual Assessment. The decision-making process and Annual Assessment completion steps are preliminary at this point in time and will be further refined as the guidance document by DWR is completed.

## 3.1 Decision Making Process

This section describes the decision-making process to prepare and approve the Annual Assessment each year. It should be noted that the Annual Assessment and decision-making process will rely on the findings of the CCWD Annual Assessment, which will include documentation of available water supply information and any County-wide required water shortage actions to be implemented. The reporting timeline is shown on Figure 3-1.

**Figure 3-1 Annual Assessment Reporting Timeline**




**September to February –** Ongoing Monitoring and Review

For a majority of the year City staff will continue to monitor and report monthly water consumption and production. This information will be used when the Annual Assessment is initiated to prepare

a year-to-year comparison of system-wide water demands for the purpose of projecting demands for the following year.

**March –** Initiate WSCP Annual Assessment

City staff will initiate the Annual Assessment process by gathering the collected demand and production data. Other relevant information includes but is not limited to the following:

- Land Use/Planning**:** Changes in land use or number of building permits will be used in estimating the next year's demands.
- Hydrologic Year Review**:** The City's wet year typically ends in April and rainfall information over the past year can be gathered and reviewed.
- Climate Forecast**:** Any available climate projection

The purpose of gathering this information will be to compare the various factors that affect water demand throughout the City's service area. This comparison will guide the City's projection for water demand in the upcoming year.

**April –** Review Available Supply Information

The City will coordinate with CCWD to determine available supply for the upcoming water year. This supply information from CCWD will serve as a primary basis of the supply and demand assessment, and whether or not demand reduction measures will be required in the upcoming year.

**May –** City Council Review of Annual Assessment

The draft Annual Assessment will be presented to City Council for their information and discussion. If water shortage actions are recommended by the Annual Assessment, the City Council will be asked to begin the implementation of the recommended actions.

**June – Finalize Annual Assessment**

The Annual Assessment is finalized based on any feedback received during the City Council review process.

**July – Submit Annual Assessment**

The Annual Assessment will be submitted to DWR on or before July 1st.

## 3.2 Data and Methodologies

This section describes the key data and methodologies used in the preparation of the Annual Assessment. This includes historical water supply information, historical and projected water

demand, demand and projected water supply demand, the city uses to evaluate their water supply reliability for a normal and a dry subsequent year.

### 3.2.1 *Evaluation Criteria*

The primary criteria used in preparing the City's Annual Assessment are the projected water demand and available supply. The available supply information will be based on a County-wide review of available water supplies prepared by CCWD. The demand projections will be prepared using a combination of factors including a comparison to historical demand, land use changes, building permits, and historical rainfall. The City will continue to review its Annual Assessment preparation process and additional criteria may be added if considered advisable.

### 3.2.2 *Water Supply*

The City currently relies on raw surface water and groundwater as the sources of supply. The City is within the CCWD service area and receives surface water diversions from the Contra Costa Canal as provided by CCWD. The City also delivers extracted groundwater from two wells to the WTP. Surface water from CCWD and groundwater from the City's wells are blended at the City's water treatment plant, metered, and delivered to customers within the City.

As part of the DRA, monthly production records will be reviewed and used to characterize the City's current water production requirement. The current demands will be compared to previous years to estimate production requirements for the upcoming year.

### 3.2.3 *Current Year Unconstrained Customer Demand*

Billed water consumption is reported on a monthly basis and will be used to characterize the current water consumption requirements for the City. The monthly records will be compared to corresponding months of the previous year to identify any significant changes in water use behavior throughout the City's service area. In addition to consumption records, known recent developments or current building permits will enable City staff to estimate changes to water demand in the upcoming year.

### 3.2.4 *Current Year Available Supply*

The Annual Assessment estimates the current year available supply for current hydrological conditions as well as a possible subsequent dry year. The supply estimate will be based on the Drought Risk Assessment supply estimation methodology documented in the 2020 UWMP and will also incorporate information from the CCWD Annual Assessment.

### 3.2.5 *Infrastructure Considerations*

The annual assessment will include a review of any ongoing capital projects that are expected to affect the demands and supply projections. Examples of such capital projects include water loss reductions, distribution expansion to serve growth, or new groundwater wells. The City is also in

the process of updating their 2015 Water System Master Plan, which will identify any additional infrastructure considerations to be implemented within the City's service area.

## Section 4 SIX STANDARD WATER SHORTAGE LEVELS

### *Law*

> *10632 (a)(1) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply and an outline of specific water supply conditions which are applicable to each stage.*
>
> *10632 (a)(3)*
>
> *(A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including but not limited to, a regional power outrage, an earthquake, and other potential emergency events.*
>
> *(B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross-reference relating its existing categories to the six standard water shortage levels.*

The City recently adopted the DWR-recommended six standard water shortage levels, as documented on **Table 4-1**. Identifying the appropriate shortage level will be in accordance with the procedures outlined in ***Section 3*** *– Annual Water Supply and Demand Assessment Procedures.* As an example, if the Annual Assessment determines a shortage of 22%, the City would be considered in a Severe Drought condition. With recommendations from City staff, the City Council has the authority to declare the appropriate conservation level considered necessary to manage the system demands and mitigate the water shortage. The City Council can also downgrade, upgrade, or terminate a shortage response level based on City staff recommendations.

**Table 4-1 Water Shortage Levels**

| Shortage Level | Shortage Level Condition | Percent Shortage Range |
|---|---|---|
| 0 | Normal | *None* |
| Level 1 | Alert | Up to **10%** |
| Level 2 | Significant | 11 to **20%** |
| Level 3 | Severe | 21 to **30%** |
| Level 4 | Critical | 31 to **40%** |
| Level 5 | Crisis | 41 to **50%** |
| Level 6 | Emergency | **> 50%** |

The City's surface water supply relies on raw water import provided by CCWD. In periods of drought, when less imported water is available to CCWD delta area, CCWD will contact with water suppliers to reduce raw water import to maintain sustainable water supply within delta area. In order to reduce water consumption city-wide, the City has a water conservation ordinance that may be invoked to implement restrictions on water use.

Currently, the City's conservation program describes water use restrictions as well as a multiple-stage water rationing plan that can be invoked to adjust water use with shortage conditions. Each water rationing stage includes a water demand reduction percentage, which is to be applied to normal water demands. The plan is dependent on the cause, severity, and anticipated duration of the water shortage, and a combination of voluntary and mandatory water conservation measures, which can be put in place to reduce City-wide water usage. The water shortage stages are summarized on the following page in Table 4-2.

**Table 4-2 Water Shortage Contingency Plan Levels**

| Shortage Level | Percent Supply Shortage/ Reduction | Pittsburg Shortage Level | Water Supply Condition |
|---|---|---|---|
| Level 0 | **None** | **Normal** | At Level 0, no Water Supply Shortage condition exists. |
| Level 1 | **Up to 10%** | **Alert** | A Level 1 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are up to 10%. |
| Level 2 | **11 to 20%** | **Significant** | A Level 2 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 11 to 20%. |
| Level 3 | **21 to 30%** | **Severe** | A Level 3 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 21 to 30%. |
| Level 4 | **31 to 40%** | **Critical** | A Level 4 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 31 to 40%. |
| Level 5 | **41 to 50%** | **Crisis** | A Level 5 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 41 to 50%. |
| Level 6 | **> 50%** | **Emergency** | A Level 6 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are greater than 50%. |

# Section 5 SHORTAGE RESPONSE ACTIONS

***Law***

*10632 (a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:*
*(A) Locally appropriate supply augmentation actions.*
*(B) Locally appropriate demand reduction actions to adequately respond to shortages.*
*(C) Locally appropriate operational changes*
*(D) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions.*
*(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.*

Pursuant to the CWC 10632 (a) (4), this section documents the detailed shortage response actions which align with the shortage levels into different categories.

## 5.1 Demand Reduction

There are a number of demand reduction measures that the urban water suppliers can implement as response actions to corresponding water shortage levels. Some of these may include irrigating and outdoor water usage prohibitions, water rate structure changes, public educations or water supply service adjustments. Other demand reduction such as infrastructure improvement or installing water-efficient fixtures is considered as a long-term water demand reduction but is not listed in the water shortage contingency plan.

Consumption reduction actions are methods taken by a water supplier to reduce demand within the service area, whereas prohibitions are specific limitations on water use; the City's restrictions and prohibitions on water use are summarized on Table 5-1.

## 5.2 Supply Augmentation

The City currently relies on a combination of groundwater and surface water to meet demand requirements within the service area and there are no known opportunities for water supply augmentation through actions such as exchanges, transfers, or purchase programs. Therefore, supply augmentation actions are excluded from the City's Water Shortage Contingency Plan at this time.

## 5.3 Operation Changes

During a water shortage, changes to water system operations may be considered. These operational changes may include improving water usage consumption and tracking, changes to fire hydrant testing frequencies, alteration in maintenance cycles, and expedited water leak repairs.

**Table 5-1 Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions | How much is this going to reduce the shortage gap? | Additional Explanation or Reference | Penalty, Charge, or Other Enforcement? |
|---|---|---|---|---|
| 1 | Landscape - Limit landscape irrigation to specific times | 5% | Irrigation between 11 am and 6 pm is discouraged. | No |
| 1 | Landscape - Prohibit certain types of landscape irrigation | 5% | Irrigating landscaped areas with water in excess of that minimal amount required to sustain plant life. | Yes |
| 1 | Landscape - Other landscape restriction or prohibition | 5% | The application of potable water to outdoor landscapes during and up to within 48 hours after measurable rainfall. | Yes |
| 1 | Water Features - Restrict water use for decorative water features, such as fountains | 5% | The use of water for decorative fountain/pools, except for recycled water approved for such use. | Yes |

**Table 5-1 Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions | How much is this going to reduce the shortage gap? | Additional Explanation or Reference | Penalty, Charge, or Other Enforcement? |
|---|---|---|---|---|
| 1 | Other - Customers must repair leaks, breaks, and malfunctions in a timely manner | 5% | Failing to repair a controllable leak of water. | Yes |
| 1 | Other - Require automatic shut off hoses | 5% | Using a hose without an automatic shutoff nozzle. | Yes |
| 1 | Other - Prohibit use of potable water for washing hard surfaces | 5% | Washing sidewalks, driveways, parking areas, tennis courts, patios, or other exterior paved areas except to alleviate a condition inimical to the public health or safety. | Yes |
| 1 | Other | 5% | Permitting water to flow onto a sidewalk, driveway or street, or escape down a gutter, ditch or other service drain. | Yes |
| 1 | Expand Public Information Campaign | 5% | Education program. | No |

**Table 5-1 Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions | How much is this going to reduce the shortage gap? | Additional Explanation or Reference | Penalty, Charge, or Other Enforcement? |
|---|---|---|---|---|
| 1 | Offer Water Use Surveys | 5% | City currently providing water use surveys to 112 irrigators, and CCWD is offering free surveys to residential customers. | No |
| 1 | Provide Rebates on Plumbing Fixtures and Devices | 5% | CCWD provides rebates for efficient plumbing fixtures and devices in Pittsburg. | No |
| 1 | Provide Rebates for Landscape Irrigation Efficiency | 5% | CCWD provides rebates for CIMIS controlled irrigation systems. | No |
| 1 | Provide Rebates for Turf Replacement | 5% | CCWD provides rebates for lawn replacements in Pittsburg. | No |
| 1 | Other | 5% | Demand reduction program. | No |

**Table 5-1 Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions | How much is this going to reduce the shortage gap? | Additional Explanation or Reference | Penalty, Charge, or Other Enforcement? |
|---|---|---|---|---|
| 1 | Other | 5% | Voluntary Rationing | No |
| 1 | Decrease Line Flushing | 5% | | No |
| 1 | Reduce System Water Loss | 5% | | No |
| 1 | Increase Water Waste Patrols | 5% | | No |
| 2 | Landscape - Limit landscape irrigation to specific days | 10% | Irrigation watering limited to three days per week, unless controlled by a CIMIS-connected water controller, and verified by City. | Yes |
| 2 | Landscape - Limit landscape irrigation to specific days | 10% | Irrigation watering limited to two days per week, unless controlled by a CIMIS-connected water controller, and verified by City. | Yes |
| 3 | Other | 15% | Mandatory rationing | Yes |
| 3 | Other | 15% | Percentage reduction by customer type, and/or high use penalties. | Yes |

**Table 5-1 Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions | How much is this going to reduce the shortage gap? | Additional Explanation or Reference | Penalty, Charge, or Other Enforcement? |
|---|---|---|---|---|
| 4 | Moratorium or Net Zero Demand Increase on New Connections | 20% | | Yes |
| 4 | Implement or Modify Drought Rate Structure or Surcharge | 20% | Water rate increases. | Yes |
| 5 | Other | 20% | Restrict building permits. | Yes |
| 6 | Other | 20% | Per capita allotment by customer type. | Yes |
| 6 | Other | 20% | Nonessential use of water prohibited. | Yes |

## 5.4 Additional Mandatory Restrictions

Additional mandatory restrictions have been reported in a previous section.

## 5.5 Emergency Response Plan

The City has an Emergency Operations Plan (EOP), most recently updated in 2018, that provides a framework for the City to address a catastrophic supply interruption due to various hazards, including seismic, geological, wildfire, and flooding hazards. The plan is intended to define the actions required of the City before, during, and after an emergency. It also guides the City's response to major emergencies and disasters.

## 5.6 Seismic Risk Assessment and Mitigation Plan

***Law***

| | |
|---|---|
| *10632.5 (a)* | *In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.* |
| *(b)* | *An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.* |
| *(c)* | *An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multi-hazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multi-hazard mitigation plan addresses seismic risk.* |

In addition to the emergency response plan described in a previous section, the California Water Code now requires urban water suppliers to document a locally appropriate multi-hazard mitigation plan, as developed under the federal Disaster Mitigation Act of 2000, that includes documentation of seismic risk assessment. County of Contra Costa developed such a hazard mitigation plan in January 2018. The City's service area is included in the boundaries reviewed as part of this mitigation plan. The City also developed a Hazard Mitigation Plan in February 2017.

## 5.7 Shortage Response Action Effectiveness

In addition to documenting demand reduction actions, the 2020 UWMP also estimates the effectiveness of these actions on reduce system-wide demand. The City records water consumption and production on a monthly basis and this data can be used to estimate the effect of any demand reduction actions implemented. Most recently, during the 2012-2016 drought, the City entered Water Shortage Level 2 for several summer months of 2015 through 2016. This included the implementation of multiple demand reduction actions described in a previous section. Based on a comparison of historical monthly production data it is estimated that the system-wide water use was 10%-20% lower for the duration of the Level 2 Water Shortage as compared to

other years. Therefore, as documented on Table 5-2, the Level 2 Water Shortage response actions have an estimated reduction effectiveness of 10%-15%. For conservative planning purposes the Level 3 and higher Water Shortage response actions were given estimated reduction effectiveness of 20%.

## Section 6 COMMUNICATION PROTOCOLS

### *Law*

| | |
|---|---|
| *10632 (a)(5)* | *Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, and of the following:*<br>*(A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.*<br>*(B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.*<br>*(C) Any other relevant communications.* |

When the City plans for short-term water use reduction as directed by the Water Shortage Contingency Plan or Annual Assessment, clear and effective communication will be critical to achieve the necessary demand reductions. Methods of public notification include newspaper publications, bill inserts, City website announcements, social media posts, and press releases or informational campaigns. These public notification methods would be implemented in the event of a Level 2 Water Shortage and would increase in frequency in the event of a Level 3 and higher Water Shortage.

## Section 7 COMPLIANCE AND ENFORCEMENT

### *Law*

| | |
|---|---|
| *10632 (a) (6)* | *For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.* |

Customers who violate the provisions noted in the water code for water shortage conditions shall receive the following penalties:

- First violation within any 12 consecutive months will result in a fine of one hundred dollars.
- Second violation within any 12 consecutive months will result in a fine of two hundred dollars.
- Third violation within any 12 consecutive months will result in a fine of three hundred dollars.

## Section 8 LEGAL AUTHORITIES

### *Law*

| | |
|---|---|
| *10632 (a) (7)* | *(A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.*<br>*(B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1. [see below]*<br>*(C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.* |
| *Water Code Section Division 1, Section 350* | *Declaration of water shortage emergency condition. The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.* |

This section describes the legal authorities that empower the City of Pittsburg to implement and enforce its water shortage response actions and relative penalties, water charge adjustments, and water service alteration or prohibition.

In 2015, the City passed Resolution 15-13030 “Water Conservation Program and 2010 Urban Water Management Plan” in response to ongoing drought conditions experienced in the State and a request from CCWD to reduce water use by 15%. This resolution defines ‘prohibited non-essential uses’ and outlines the four water shortage stages and their respective customer reduction goals. In addition, the City passed Resolution 15-13051 “Increase Water Rates and Establish Penalties for High Water Use” in response to the State’s emergency regulations requiring the City to reduce its total water use by 20% for the months of June 2015 through February 2016. This resolution defines tiered water rates for residential customers and a flat rate for all other customers, as well as the penalties for excessive use.

## Section 9 FINANCIAL CONSEQUENCES OF WSCP ACTIVATION

### *Law*

| | |
|---|---|
| *10632 (a) (8)* | *A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:*<br>*(A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).*<br>*(B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).*<br>*(C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1. [retail urban suppliers only]* |

The activation of the Water Shortage Contingency Plan and related Water Shortage Levels have financial consequences for the City. Reduced water consumption will contribute to reduced revenue, while proactive operational practices will contribute to higher operational and maintenance costs. The City Council has the authority to increase water rates to offset reduced revenues. These reserve funds or rate modifications have the ability to mitigate financial consequences of the Water Shortage Contingency Plan. Additionally, potential mitigation actions are documented in **Table 9.1** below. These are preliminary actions and would be evaluated in more detail should a water shortage occur.

## Section 10 MONITORING AND REPORTING

### *Law*

| | |
|---|---|
| *10632 (a) (9)* | *For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.* |

All water service connections are metered and each water supply source includes a flow-monitoring device that tracks water production. Readings from these devices are used to measure and monitor City-wide water production and consumption on a monthly basis. Pursuant to implemented shortage response actions and water shortage levels, the City's Water Department will increase the frequency of reading meters in order to collect, track, and analyze the water use, effectiveness of shortage response actions.

**Table 9-1 Financial Consequences of WSCP**

| Stage | Supply Reduction | Financial Consequences | Anticipated Mitigation Actions |
|---|---|---|---|
| **0** | None | None | Funding provided for supplemental water supply reserve. |
| **1-2** | 0 – 20% | Potential increase in O&M expenses and mild reduction in revenue. | Reduce O&M costs and identify supplemental funding sources. |
| **3-4** | 21 – 40% | Moderate increase to O&M expenses and decrease in revenue. | Defer capital expenditures and consider use of reserves. |
| **5-6** | >40% | Significant increases to O&M and decreases in revenue. | Implement long-term O&M budget reductions. |

## Section 11 WSCP REFINEMENT PROCEDURES

***Law***

| | |
|---|---|
| *10632 (a) (10)* | *Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed* |

While the WSCP is a standalone document adopted separately from the 2020 UWMP it should be considered a dynamic planning tool and be subject to ongoing refinement efforts as necessary. Following the declaration of a water shortage and implementation of the WSCP, the monitoring and reporting steps described in a previous section will provide valuable insight into the effectiveness of the WSCP. City staff will evaluate the effectiveness of communication protocols, demand reduction actions, operational changes, or financial consequence mitigation. If this review reveals opportunities for procedural refinements or new WSCP actions, City staff may elect to incorporate these items into an amended version of the WSCP.

## Section 12 SPECIAL WATER FEATURE DISTINCTION

### *Law*

| | |
|---|---|
| *10632 (b)* | *For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.* |

The California Water code requires urban water suppliers to distinguish between water features that are artificially supplied with water as opposed to swimming pools and spas. The City's current demand reduction actions include this distinction, as documented in a previous section.

## Section 13 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

### *Law*

| | |
|---|---|
| *10632 (c)* | *The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.* |

The WSCP adoption and submittal process, as well as the public availability, are the same as those for the City's UWMP. However, the WSCP may be periodically amended independently from the City's UWMP. Should an amendment to the WSCP be implemented, stakeholder and public notification methods consistent with the UWMP will be performed prior to adoption of the amended plan.

# APPENDIX E

Urban Water Management Plan
Adoption Resolution and Notifications

CITY OF PITTSBURG

# 2020
# WATER SHORTAGE CONTINGENCY PLAN

Final Draft

July 2021

AKEL
ENGINEERING GROUP, INC.

July 27, 2021

City of Pittsburg
357 E 12th Street
Pittsburg California, 94565

Attention: Jason Moser, Project Manager

Subject: **2020 Water Shortage Contingency Plan**

Dear Jason:

We are pleased to submit the City of Pittsburg 2020 Water Shortage Contingency Plan (2020 WSCP) which is intended to address the Urban Water Management Planning Act (UWMPA) of 1983 and amendments thereof.

The City's Water Shortage Contingency Plan (WSCP) was originally included in the 2015 UWMP, which received letters of review and completeness from the Department of Water Resources. As part of amendments to the UWMPA the WSCP is now required to be prepared and adopted separately from the UWMP. The 2020 WSCP builds upon previous water shortage contingency planning efforts completed by the City and reflects updates to the City's water shortage levels and water conservation measures for consistency with state-wide requirements provided by the Department of Water Resources.

We extend our thanks to you, Richard Abono, Public Works Director, Gina Haynes, Senior Civil Engineer, and other City staff whose courtesy and cooperation were valuable in reviewing and completing this study.

Sincerely,

AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.
Principal

Enclosure: 2020 Water Shortage Contingency Plan

# Acknowledgements

## City Council

**Merl Craft**, Mayor

**Holland Barrett White**, Vice Mayor

**Shanelle Scales-Preston**

**Juan Antonio Banales**

**Jelani Killings**

## Management Personnel

**Richard Abono**, Public Works Director/City Engineer

**Jason Moser**, Water Plant Superintendent

**Gina Haynes**, Senior Civil Engineer

# City of Pittsburg
# 2020 Water Shortage Contingency Plan

## Table of Contents

Page No.


Section 1 INTRODUCTION ..... 1
Section 2 WATER SUPPLY RELIABILITY ANALYSIS ..... 1
Section 3 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES . 2
3.1 Decision Making Process ..... 3
3.2 Data and Methodologies ..... 4
3.2.1 Evaluation Criteria ..... 5
3.2.2 Water Supply ..... 5
3.2.3 Current Year Unconstrained Customer Demand ..... 5
3.2.4 Current Year Available Supply ..... 5
3.2.5 Infrastructure Considerations ..... 5
Section 4 SIX STANDARD WATER SHORTAGE LEVELS ..... 6
Section 5 SHORTAGE RESPONSE ACTIONS ..... 9
5.1 Demand Reduction ..... 9
5.2 Supply Augmentation ..... 9
5.3 Operation Changes ..... 9
5.4 Additional Mandatory Restrictions ..... 15
5.5 Emergency Response Plan ..... 15
5.6 Seismic Risk Assessment and Mitigation Plan ..... 15
5.7 Shortage Response Action Effectiveness ..... 15
Section 6 COMMUNICATION PROTOCOLS ..... 16
Section 7 COMPLIANCE AND ENFORCEMENT ..... 16
Section 8 LEGAL AUTHORITIES ..... 17
Section 9 FINANCIAL CONSEQUENCES OF WSCP ACTIVATION ..... 18
Section 10 MONITORING AND REPORTING ..... 18
Section 11 WSCP REFINEMENT PROCEDURES ..... 19
Section 12 SPECIAL WATER FEATURE DISTINCTION ..... 20
Section 13 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY ..... 20

# Figures

Page No.

Figure 3-1 Annual Assessment Reporting Timeline ..... 3

# Tables

Page No.

Table 4-1 Water Shortage Levels ..... 7
Table 4-2 Water Shortage Contingency Plan Levels ..... 8
Table 5-1 Demand Reduction Actions ..... 10
Table 9-1 Financial Consequences of WSCP ..... 19

## Section 1 INTRODUCTION

This report documents the City of Pittsburg's Water Shortage Contingency Plan (WSCP). This 2020 Water Shortage Contingency Plan (WSCP) document builds upon previous water shortage contingency planning efforts completed by the City and documented in the 2010 and 2015 Urban Water Management Plans (UWMP). This WSCP reflects updates to the City's water shortage levels and water conservation measures for consistency with state wide requirements provided by the Department of Water Resources. As part of the 2020 UWMP update the Department of Water Resources requires urban water suppliers to prepare a stand-alone 2020 WSCP, that is separate from the 2020 UWMP, and intended to manage a water shortage. As the City continues to monitor the effectiveness of the WSCP this document can be updated and adopted separately from the UWMP.

Though it is a stand-alone document, the 2020 WSCP is still considered one of the elements of the 2020 UWMP, as required by the State Law.

Based on DWR requirements, and consistent with previous planning efforts, this WSCP includes the following sections:

- Water Supply Reliability Analysis
- Annual Water Supply and Demand Assessment
- Shortage Response Actions
- Communication Protocols
- Compliance and Enforcement
- Legal Authorities
- Financial Consequences of WSCP Activation
- Monitoring and Reporting
- Special Water Feature Distinction
- Plan Adoption, Submittal, and Availability

## Section 2 WATER SUPPLY RELIABILITY ANALYSIS

### *Law*

| | |
|---|---|
| *10632 (a)(1)* | *The analysis of water supply reliability conducted pursuant to Section 10635.* |

The City currently uses the following water supplies:

- **Groundwater:** Two groundwater wells extract water from the Pittsburg Plain groundwater basin, which is delivered to the City's Water Treatment Plant (WTP) before entering the water distribution system.

- **Surface Water:** A majority of the City's water supply is provided by the Contra Costa Water District (CCWD) in the form of surface water diversions from the Contra Costa Canal. These surface water supplies are delivered to the City's WTP before entering the water distribution system.

- **Recycled Water:** Delta Diablo operates and maintains a recycled water delivery system within the City's service area, which provides recycled water supplies to a number of users for irrigation purposes.

Consistent with previous planning efforts, the City's Water Supply Reliability Analysis considers the available supply volume for each water source. The Water Supply Reliability Analysis also considers the effects on available supply during a single-dry and five-year dry period.

As part of the 2020 UWMP the City has also prepared a Drought Risk Assessment (DRA), which is a proactive planning review that readies the City for worst case water supply conditions should they occur in the immediate future. The DRA compares the City's projected demands over the next five years to estimate available supplies should a five-year dry period occur. The results of the DRA prepared as part of the 2020 UWMP indicate that the City has sufficient supplies to meet projected demands over the next five years.

## Section 3 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

***Law***

| | |
|---|---|
| *10632 (a)(2)* | *The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:*<br>*(A) The written decision-making process that an urban water supplier will use each year to determine its water supply reliability.*<br>*(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:*<br>*(i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.*<br>*(ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.*<br>*(iii) Existing infrastructure capabilities and plausible constraints.*<br>*(iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.*<br>*(v) A description and quantification of each source of water supply.* |
| *10632.1* | *An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later.* |

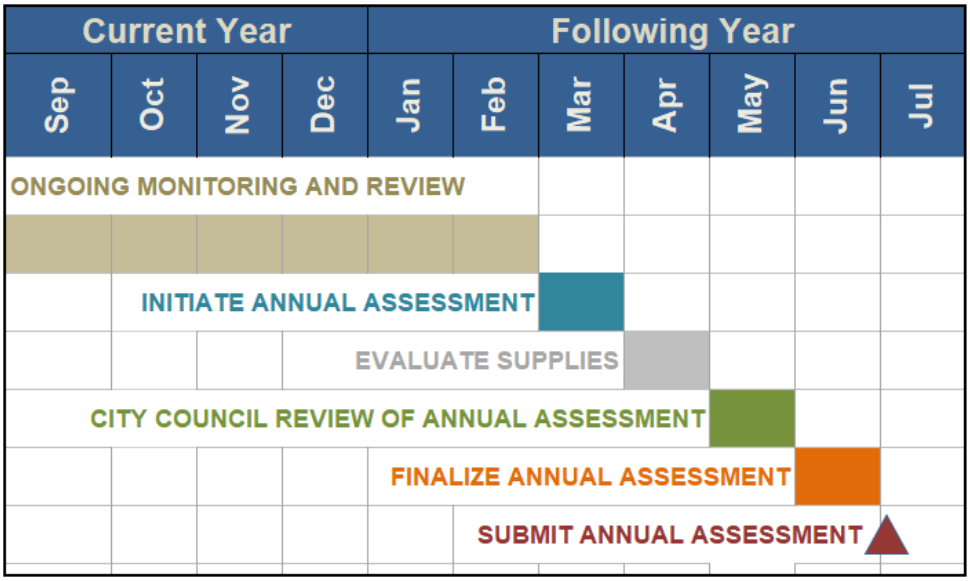
Updates to the California Water Code now require that urban water suppliers prepare a water supply and demand assessment on an annual basis (Annual Assessment). The findings of this Annual Assessment will be summarized in a report submitted to the Department of Water Resources by July 1st of each calendar year, with the first report required for submission on July 1st, 2022. The purpose of this annual assessment is to ensure water suppliers are proactively considering the available water supplies and service area demand requirements, as well as identifying the potential need for implementing the Water Shortage Contingency Plan.

It should be noted that DWR is in the process of preparing a stand-alone guidance document that will outline general procedures to aid urban water suppliers in preparing the Annual Assessment. The decision-making process and Annual Assessment completion steps are preliminary at this point in time and will be further refined as the guidance document by DWR is completed.

## 3.1 Decision Making Process

This section describes the decision-making process to prepare and approve the Annual Assessment each year. It should be noted that the Annual Assessment and decision-making process will rely on the findings of the CCWD Annual Assessment, which will include documentation of available water supply information and any County-wide required water shortage actions to be implemented. The reporting timeline is shown on Figure 3-1.

**Figure 3-1 Annual Assessment Reporting Timeline**




**September to February –** Ongoing Monitoring and Review

For a majority of the year City staff will continue to monitor and report monthly water consumption and production. This information will be used when the Annual Assessment is initiated to prepare

a year-to-year comparison of system-wide water demands for the purpose of projecting demands for the following year.

**March –** Initiate WSCP Annual Assessment

City staff will initiate the Annual Assessment process by gathering the collected demand and production data. Other relevant information includes but is not limited to the following:

- Land Use/Planning**:** Changes in land use or number of building permits will be used in estimating the next year's demands.
- Hydrologic Year Review**:** The City's wet year typically ends in April and rainfall information over the past year can be gathered and reviewed.
- Climate Forecast**:** Any available climate projection

The purpose of gathering this information will be to compare the various factors that affect water demand throughout the City's service area. This comparison will guide the City's projection for water demand in the upcoming year.

**April –** Review Available Supply Information

The City will coordinate with CCWD to determine available supply for the upcoming water year. This supply information from CCWD will serve as a primary basis of the supply and demand assessment, and whether or not demand reduction measures will be required in the upcoming year.

**May –** City Council Review of Annual Assessment

The draft Annual Assessment will be presented to City Council for their information and discussion. If water shortage actions are recommended by the Annual Assessment, the City Council will be asked to begin the implementation of the recommended actions.

**June – Finalize Annual Assessment**

The Annual Assessment is finalized based on any feedback received during the City Council review process.

**July – Submit Annual Assessment**

The Annual Assessment will be submitted to DWR on or before July 1st.

## 3.2 Data and Methodologies

This section describes the key data and methodologies used in the preparation of the Annual Assessment. This includes historical water supply information, historical and projected water

demand, demand and projected water supply demand, the city uses to evaluate their water supply reliability for a normal and a dry subsequent year.

### 3.2.1 *Evaluation Criteria*

The primary criteria used in preparing the City's Annual Assessment are the projected water demand and available supply. The available supply information will be based on a County-wide review of available water supplies prepared by CCWD. The demand projections will be prepared using a combination of factors including a comparison to historical demand, land use changes, building permits, and historical rainfall. The City will continue to review its Annual Assessment preparation process and additional criteria may be added if considered advisable.

### 3.2.2 *Water Supply*

The City currently relies on raw surface water and groundwater as the sources of supply. The City is within the CCWD service area and receives surface water diversions from the Contra Costa Canal as provided by CCWD. The City also delivers extracted groundwater from two wells to the WTP. Surface water from CCWD and groundwater from the City's wells are blended at the City's water treatment plant, metered, and delivered to customers within the City.

As part of the DRA, monthly production records will be reviewed and used to characterize the City's current water production requirement. The current demands will be compared to previous years to estimate production requirements for the upcoming year.

### 3.2.3 *Current Year Unconstrained Customer Demand*

Billed water consumption is reported on a monthly basis and will be used to characterize the current water consumption requirements for the City. The monthly records will be compared to corresponding months of the previous year to identify any significant changes in water use behavior throughout the City's service area. In addition to consumption records, known recent developments or current building permits will enable City staff to estimate changes to water demand in the upcoming year.

### 3.2.4 *Current Year Available Supply*

The Annual Assessment estimates the current year available supply for current hydrological conditions as well as a possible subsequent dry year. The supply estimate will be based on the Drought Risk Assessment supply estimation methodology documented in the 2020 UWMP and will also incorporate information from the CCWD Annual Assessment.

### 3.2.5 *Infrastructure Considerations*

The annual assessment will include a review of any ongoing capital projects that are expected to affect the demands and supply projections. Examples of such capital projects include water loss reductions, distribution expansion to serve growth, or new groundwater wells. The City is also in

the process of updating their 2015 Water System Master Plan, which will identify any additional infrastructure considerations to be implemented within the City's service area.

## Section 4 SIX STANDARD WATER SHORTAGE LEVELS

### *Law*

> *10632 (a)(1) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply and an outline of specific water supply conditions which are applicable to each stage.*
>
> *10632 (a)(3)*
>
> *(A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including but not limited to, a regional power outrage, an earthquake, and other potential emergency events.*
>
> *(B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross-reference relating its existing categories to the six standard water shortage levels.*

The City recently adopted the DWR-recommended six standard water shortage levels, as documented on **Table 4-1**. Identifying the appropriate shortage level will be in accordance with the procedures outlined in ***Section 3*** *– Annual Water Supply and Demand Assessment Procedures.* As an example, if the Annual Assessment determines a shortage of 22%, the City would be considered in a Severe Drought condition. With recommendations from City staff, the City Council has the authority to declare the appropriate conservation level considered necessary to manage the system demands and mitigate the water shortage. The City Council can also downgrade, upgrade, or terminate a shortage response level based on City staff recommendations.

**Table 4-1 Water Shortage Levels**

| Shortage Level | Shortage Level Condition | Percent Shortage Range |
|---|---|---|
| 0 | Normal | *None* |
| Level 1 | Alert | Up to **10%** |
| Level 2 | Significant | 11 to **20%** |
| Level 3 | Severe | 21 to **30%** |
| Level 4 | Critical | 31 to **40%** |
| Level 5 | Crisis | 41 to **50%** |
| Level 6 | Emergency | **> 50%** |

The City's surface water supply relies on raw water import provided by CCWD. In periods of drought, when less imported water is available to CCWD delta area, CCWD will contact with water suppliers to reduce raw water import to maintain sustainable water supply within delta area. In order to reduce water consumption city-wide, the City has a water conservation ordinance that may be invoked to implement restrictions on water use.

Currently, the City's conservation program describes water use restrictions as well as a multiple-stage water rationing plan that can be invoked to adjust water use with shortage conditions. Each water rationing stage includes a water demand reduction percentage, which is to be applied to normal water demands. The plan is dependent on the cause, severity, and anticipated duration of the water shortage, and a combination of voluntary and mandatory water conservation measures, which can be put in place to reduce City-wide water usage. The water shortage stages are summarized on the following page in Table 4-2.

**Table 4-2 Water Shortage Contingency Plan Levels**

| Shortage Level | Percent Supply Shortage/ Reduction | Pittsburg Shortage Level | Water Supply Condition |
|---|---|---|---|
| Level 0 | **None** | **Normal** | At Level 0, no Water Supply Shortage condition exists. |
| Level 1 | **Up to 10%** | **Alert** | A Level 1 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are up to 10%. |
| Level 2 | **11 to 20%** | **Significant** | A Level 2 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 11 to 20%. |
| Level 3 | **21 to 30%** | **Severe** | A Level 3 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 21 to 30%. |
| Level 4 | **31 to 40%** | **Critical** | A Level 4 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 31 to 40%. |
| Level 5 | **41 to 50%** | **Crisis** | A Level 5 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are 41 to 50%. |
| Level 6 | **> 50%** | **Emergency** | A Level 6 Water Supply Shortage condition exists when the City of Pittsburg notifies its water users that due to drought, the supply reductions targets are greater than 50%. |

## Section 5 SHORTAGE RESPONSE ACTIONS

***Law***

*10632 (a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:*
*(A) Locally appropriate supply augmentation actions.*
*(B) Locally appropriate demand reduction actions to adequately respond to shortages.*
*(C) Locally appropriate operational changes*
*(D) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions.*
*(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.*

Pursuant to the CWC 10632 (a) (4), this section documents the detailed shortage response actions which align with the shortage levels into different categories.

### 5.1 Demand Reduction

There are a number of demand reduction measures that the urban water suppliers can implement as response actions to corresponding water shortage levels. Some of these may include irrigating and outdoor water usage prohibitions, water rate structure changes, public educations or water supply service adjustments. Other demand reduction such as infrastructure improvement or installing water-efficient fixtures is considered as a long-term water demand reduction but is not listed in the water shortage contingency plan.

Consumption reduction actions are methods taken by a water supplier to reduce demand within the service area, whereas prohibitions are specific limitations on water use; the City's restrictions and prohibitions on water use are summarized on Table 5-1.

### 5.2 Supply Augmentation

The City currently relies on a combination of groundwater and surface water to meet demand requirements within the service area and there are no known opportunities for water supply augmentation through actions such as exchanges, transfers, or purchase programs. Therefore, supply augmentation actions are excluded from the City's Water Shortage Contingency Plan at this time.

### 5.3 Operation Changes

During a water shortage, changes to water system operations may be considered. These operational changes may include improving water usage consumption and tracking, changes to fire hydrant testing frequencies, alteration in maintenance cycles, and expedited water leak repairs.

**Table 5-1 Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions | How much is this going to reduce the shortage gap? | Additional Explanation or Reference | Penalty, Charge, or Other Enforcement? |
|---|---|---|---|---|
| 1 | Landscape - Limit landscape irrigation to specific times | 5% | Irrigation between 11 am and 6 pm is discouraged. | No |
| 1 | Landscape - Prohibit certain types of landscape irrigation | 5% | Irrigating landscaped areas with water in excess of that minimal amount required to sustain plant life. | Yes |
| 1 | Landscape - Other landscape restriction or prohibition | 5% | The application of potable water to outdoor landscapes during and up to within 48 hours after measurable rainfall. | Yes |
| 1 | Water Features - Restrict water use for decorative water features, such as fountains | 5% | The use of water for decorative fountain/pools, except for recycled water approved for such use. | Yes |

**Table 5-1 Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions | How much is this going to reduce the shortage gap? | Additional Explanation or Reference | Penalty, Charge, or Other Enforcement? |
|---|---|---|---|---|
| 1 | Other - Customers must repair leaks, breaks, and malfunctions in a timely manner | 5% | Failing to repair a controllable leak of water. | Yes |
| 1 | Other - Require automatic shut off hoses | 5% | Using a hose without an automatic shutoff nozzle. | Yes |
| 1 | Other - Prohibit use of potable water for washing hard surfaces | 5% | Washing sidewalks, driveways, parking areas, tennis courts, patios, or other exterior paved areas except to alleviate a condition inimical to the public health or safety. | Yes |
| 1 | Other | 5% | Permitting water to flow onto a sidewalk, driveway or street, or escape down a gutter, ditch or other service drain. | Yes |
| 1 | Expand Public Information Campaign | 5% | Education program. | No |

**Table 5-1 Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions | How much is this going to reduce the shortage gap? | Additional Explanation or Reference | Penalty, Charge, or Other Enforcement? |
|---|---|---|---|---|
| 1 | Offer Water Use Surveys | 5% | City currently providing water use surveys to 112 irrigators, and CCWD is offering free surveys to residential customers. | No |
| 1 | Provide Rebates on Plumbing Fixtures and Devices | 5% | CCWD provides rebates for efficient plumbing fixtures and devices in Pittsburg. | No |
| 1 | Provide Rebates for Landscape Irrigation Efficiency | 5% | CCWD provides rebates for CIMIS controlled irrigation systems. | No |
| 1 | Provide Rebates for Turf Replacement | 5% | CCWD provides rebates for lawn replacements in Pittsburg. | No |
| 1 | Other | 5% | Demand reduction program. | No |

**Table 5-1 Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions | How much is this going to reduce the shortage gap? | Additional Explanation or Reference | Penalty, Charge, or Other Enforcement? |
|---|---|---|---|---|
| 1 | Other | 5% | Voluntary Rationing | No |
| 1 | Decrease Line Flushing | 5% | | No |
| 1 | Reduce System Water Loss | 5% | | No |
| 1 | Increase Water Waste Patrols | 5% | | No |
| 2 | Landscape - Limit landscape irrigation to specific days | 10% | Irrigation watering limited to three days per week, unless controlled by a CIMIS-connected water controller, and verified by City. | Yes |
| 2 | Landscape - Limit landscape irrigation to specific days | 10% | Irrigation watering limited to two days per week, unless controlled by a CIMIS-connected water controller, and verified by City. | Yes |
| 3 | Other | 15% | Mandatory rationing | Yes |
| 3 | Other | 15% | Percentage reduction by customer type, and/or high use penalties. | Yes |

**Table 5-1 Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions | How much is this going to reduce the shortage gap? | Additional Explanation or Reference | Penalty, Charge, or Other Enforcement? |
|---|---|---|---|---|
| 4 | Moratorium or Net Zero Demand Increase on New Connections | 20% | | Yes |
| 4 | Implement or Modify Drought Rate Structure or Surcharge | 20% | Water rate increases. | Yes |
| 5 | Other | 20% | Restrict building permits. | Yes |
| 6 | Other | 20% | Per capita allotment by customer type. | Yes |
| 6 | Other | 20% | Nonessential use of water prohibited. | Yes |

## 5.4 Additional Mandatory Restrictions

Additional mandatory restrictions have been reported in a previous section.

## 5.5 Emergency Response Plan

The City has an Emergency Operations Plan (EOP), most recently updated in 2018, that provides a framework for the City to address a catastrophic supply interruption due to various hazards, including seismic, geological, wildfire, and flooding hazards. The plan is intended to define the actions required of the City before, during, and after an emergency. It also guides the City's response to major emergencies and disasters.

## 5.6 Seismic Risk Assessment and Mitigation Plan

***Law***

| | |
|---|---|
| *10632.5 (a)* | *In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.* |
| *(b)* | *An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.* |
| *(c)* | *An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multi-hazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multi-hazard mitigation plan addresses seismic risk.* |

In addition to the emergency response plan described in a previous section, the California Water Code now requires urban water suppliers to document a locally appropriate multi-hazard mitigation plan, as developed under the federal Disaster Mitigation Act of 2000, that includes documentation of seismic risk assessment. County of Contra Costa developed such a hazard mitigation plan in January 2018. The City's service area is included in the boundaries reviewed as part of this mitigation plan. The City also developed a Hazard Mitigation Plan in February 2017.

## 5.7 Shortage Response Action Effectiveness

In addition to documenting demand reduction actions, the 2020 UWMP also estimates the effectiveness of these actions on reduce system-wide demand. The City records water consumption and production on a monthly basis and this data can be used to estimate the effect of any demand reduction actions implemented. Most recently, during the 2012-2016 drought, the City entered Water Shortage Level 2 for several summer months of 2015 through 2016. This included the implementation of multiple demand reduction actions described in a previous section. Based on a comparison of historical monthly production data it is estimated that the system-wide water use was 10%-20% lower for the duration of the Level 2 Water Shortage as compared to

other years. Therefore, as documented on Table 5-2, the Level 2 Water Shortage response actions have an estimated reduction effectiveness of 10%-15%. For conservative planning purposes the Level 3 and higher Water Shortage response actions were given estimated reduction effectiveness of 20%.

## Section 6 COMMUNICATION PROTOCOLS

### *Law*

| | |
|---|---|
| *10632 (a)(5)* | *Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, and of the following:*<br>*(A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.*<br>*(B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.*<br>*(C) Any other relevant communications.* |

When the City plans for short-term water use reduction as directed by the Water Shortage Contingency Plan or Annual Assessment, clear and effective communication will be critical to achieve the necessary demand reductions. Methods of public notification include newspaper publications, bill inserts, City website announcements, social media posts, and press releases or informational campaigns. These public notification methods would be implemented in the event of a Level 2 Water Shortage and would increase in frequency in the event of a Level 3 and higher Water Shortage.

## Section 7 COMPLIANCE AND ENFORCEMENT

### *Law*

| | |
|---|---|
| *10632 (a) (6)* | *For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.* |

Customers who violate the provisions noted in the water code for water shortage conditions shall receive the following penalties:

- First violation within any 12 consecutive months will result in a fine of one hundred dollars.
- Second violation within any 12 consecutive months will result in a fine of two hundred dollars.
- Third violation within any 12 consecutive months will result in a fine of three hundred dollars.

## Section 8 LEGAL AUTHORITIES

### *Law*

| | |
|---|---|
| *10632 (a) (7)* | *(A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.*<br>*(B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1. [see below]*<br>*(C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.* |
| *Water Code Section Division 1, Section 350* | *Declaration of water shortage emergency condition. The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.* |

This section describes the legal authorities that empower the City of Pittsburg to implement and enforce its water shortage response actions and relative penalties, water charge adjustments, and water service alteration or prohibition.

In 2015, the City passed Resolution 15-13030 “Water Conservation Program and 2010 Urban Water Management Plan” in response to ongoing drought conditions experienced in the State and a request from CCWD to reduce water use by 15%. This resolution defines ‘prohibited non-essential uses’ and outlines the four water shortage stages and their respective customer reduction goals. In addition, the City passed Resolution 15-13051 “Increase Water Rates and Establish Penalties for High Water Use” in response to the State’s emergency regulations requiring the City to reduce its total water use by 20% for the months of June 2015 through February 2016. This resolution defines tiered water rates for residential customers and a flat rate for all other customers, as well as the penalties for excessive use.

## Section 9 FINANCIAL CONSEQUENCES OF WSCP ACTIVATION

### *Law*

| | |
|---|---|
| *10632 (a) (8)* | *A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:*<br>*(A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).*<br>*(B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).*<br>*(C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1. [retail urban suppliers only]* |

The activation of the Water Shortage Contingency Plan and related Water Shortage Levels have financial consequences for the City. Reduced water consumption will contribute to reduced revenue, while proactive operational practices will contribute to higher operational and maintenance costs. The City Council has the authority to increase water rates to offset reduced revenues. These reserve funds or rate modifications have the ability to mitigate financial consequences of the Water Shortage Contingency Plan. Additionally, potential mitigation actions are documented in **Table 9.1** below. These are preliminary actions and would be evaluated in more detail should a water shortage occur.

## Section 10 MONITORING AND REPORTING

### *Law*

| | |
|---|---|
| *10632 (a) (9)* | *For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.* |

All water service connections are metered and each water supply source includes a flow-monitoring device that tracks water production. Readings from these devices are used to measure and monitor City-wide water production and consumption on a monthly basis. Pursuant to implemented shortage response actions and water shortage levels, the City's Water Department will increase the frequency of reading meters in order to collect, track, and analyze the water use, effectiveness of shortage response actions.

**Table 9-1 Financial Consequences of WSCP**

| Stage | Supply Reduction | Financial Consequences | Anticipated Mitigation Actions |
|---|---|---|---|
| **0** | None | None | Funding provided for supplemental water supply reserve. |
| **1-2** | 0 – 20% | Potential increase in O&M expenses and mild reduction in revenue. | Reduce O&M costs and identify supplemental funding sources. |
| **3-4** | 21 – 40% | Moderate increase to O&M expenses and decrease in revenue. | Defer capital expenditures and consider use of reserves. |
| **5-6** | >40% | Significant increases to O&M and decreases in revenue. | Implement long-term O&M budget reductions. |

## Section 11 WSCP REFINEMENT PROCEDURES

***Law***

| | |
|---|---|
| *10632 (a) (10)* | *Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed* |

While the WSCP is a standalone document adopted separately from the 2020 UWMP it should be considered a dynamic planning tool and be subject to ongoing refinement efforts as necessary. Following the declaration of a water shortage and implementation of the WSCP, the monitoring and reporting steps described in a previous section will provide valuable insight into the effectiveness of the WSCP. City staff will evaluate the effectiveness of communication protocols, demand reduction actions, operational changes, or financial consequence mitigation. If this review reveals opportunities for procedural refinements or new WSCP actions, City staff may elect to incorporate these items into an amended version of the WSCP.

## Section 12 SPECIAL WATER FEATURE DISTINCTION

### *Law*

| | |
|---|---|
| *10632 (b)* | *For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.* |

The California Water code requires urban water suppliers to distinguish between water features that are artificially supplied with water as opposed to swimming pools and spas. The City's current demand reduction actions include this distinction, as documented in a previous section.

## Section 13 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

### *Law*

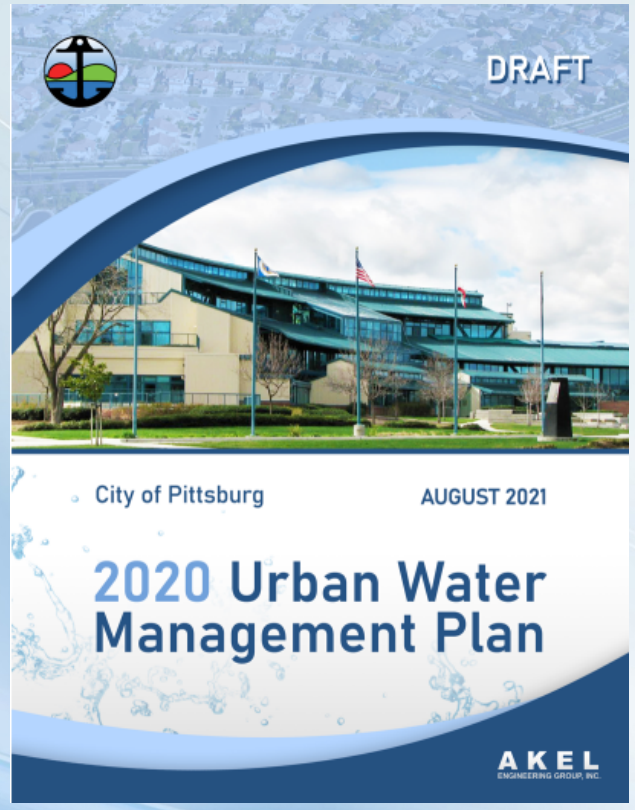
| | |
|---|---|
| *10632 (c)* | *The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.* |

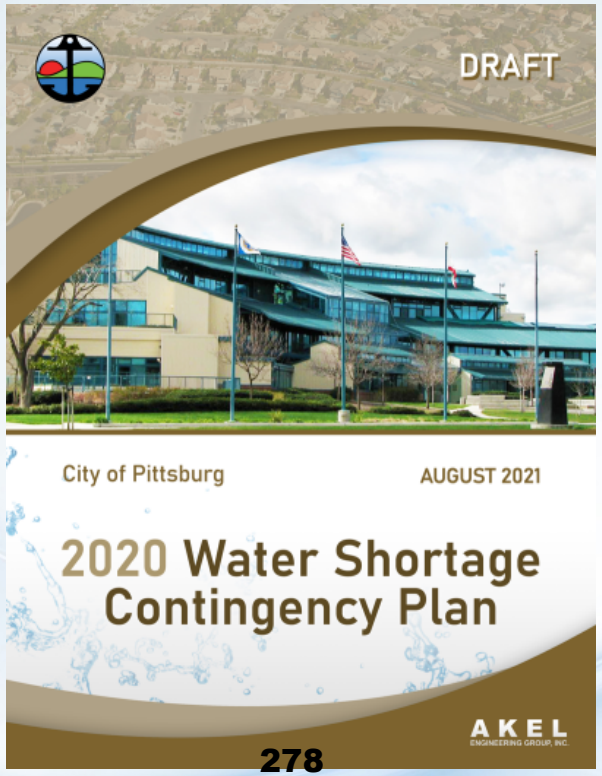
The WSCP adoption and submittal process, as well as the public availability, are the same as those for the City's UWMP. However, the WSCP may be periodically amended independently from the City's UWMP. Should an amendment to the WSCP be implemented, stakeholder and public notification methods consistent with the UWMP will be performed prior to adoption of the amended plan.

# 2020 Urban Water Management Plan

and

# 2020 Water Shortage Contingency Plan

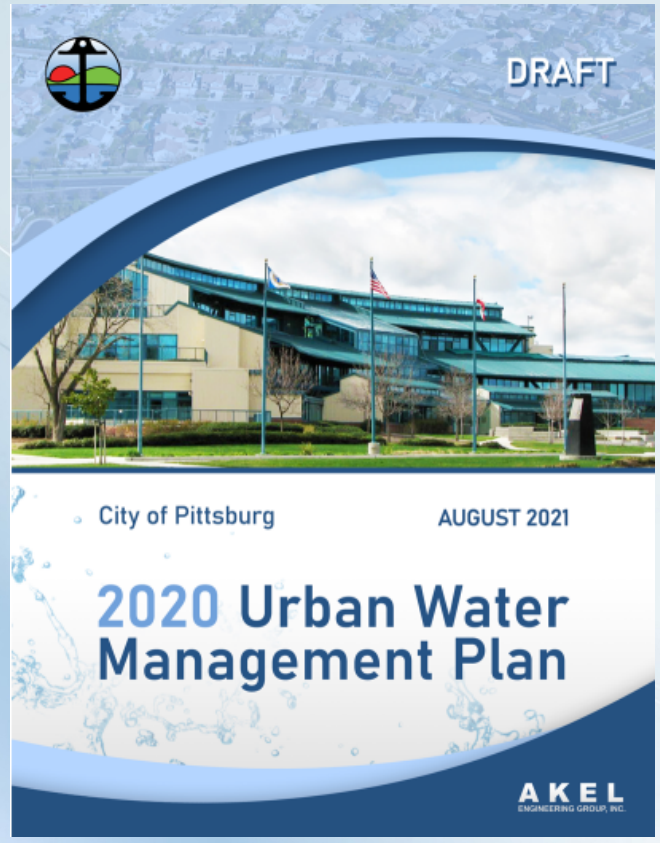



Public Hearing

August 18, 2021

# Presentation Overview




- 2020 UWMP. What is It?
- New Requirements
- UWMP Report Organization
- Demand and Supply Projections
- Water Shortage Contingency Plan

# Urban Water Management Plan – What is It

- **Who:** Urban water retailers
- **What:** Assess long-term water supply adequacy and reliability
- **Why:** Ensure water supply reliability.
  Comply with State law.
  Maintain eligibility for grants & drought assistance.
- **When:** Every 5 years

Pittsburg Submitted a **2015** Urban Water Management Plan. This **2020** UWMP complies with the new State requirements

# California Urban Water Management Planning Act

## Key Components

- Public Participation
- Water Service Area & System Description
- Existing & Future Water Demands
- Water Supply Availability & Reliability
- Current & Future Demand Management Efforts
- Water Shortage Contingency Plan

# New Requirements

| New Requirements | Description |
|---|---|
| **5 Consecutive Dry-Year Water Reliability Assessment** | Statutory change requires a Supplier to analyze the reliability of its water supplies to meet its water use over an extended drought period. |
| **Drought Risk Assessment** | Supplier assesses water supply reliability over a five-year period from 2021 to 2025 that examines water supplies, water uses, and resulting water supply reliability under a reasonable prediction for five consecutive dry years |
| **Seismic Risk** | An important aspect of this provision is the intersection of water supply infrastructure planning with a county or regional hazard mitigation plan |
| **Energy Use Information** | Water Code now requires Suppliers to include readily obtainable information on estimated amounts of energy for water supply extraction, treatment, distribution, storage, conveyance, and other water uses. |

# New Requirements (Cont'd)

| New Requirements | Description |
|---|---|
| **Water Loss Reporting for Five Years** | Water Code requires the City to include the past five years of water loss audit reports as part of this UWMP |
| **Water Shortage Contingency Plan** | In 2018, the Legislature modified the UWMP laws to require a WSCP with specific elements. This Contingency Plan is an action plan for a drought or catastrophic water supply shortage |
| **Groundwater Supplies Coordination** | In 2014, the Legislature enacted the Sustainable Groundwater Management Act (SGMA) to address groundwater conditions throughout California. Water Code now requires Suppliers' 2020 UWMPs to be consistent with Groundwater Sustainability Plans (GSP) |

# 2020 UWMP Report Organization

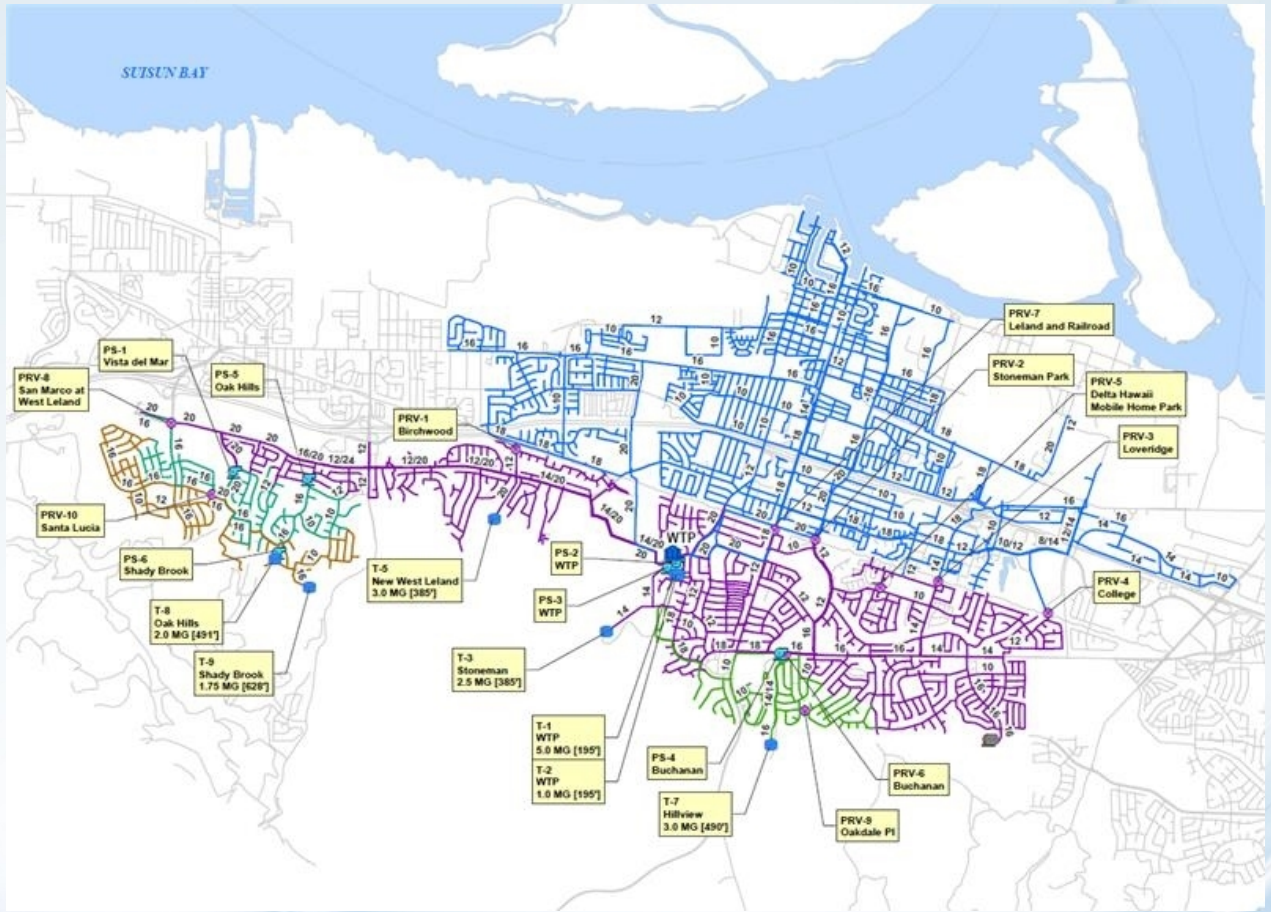
| Chapter | Description |
|---|---|
| Chapter 1 – Introduction / Overview | Fundamentals of the UWMP and provides the newly required Laws |
| Chapter 2 – Plan Preparation | Information on processes used to develop the UWMP |
| Chapter 3 – System Description | Includes maps of the service area, information on the area and its climate |
| Chapter 4 – Water Use Characterization | Describes and quantifies current and projected water uses |
| Chapter 5 – Compliance with 2020 Water Use Target | Suppliers show their 2020 per-capita target value for water conservation adopted in their 2015 UWMP, and their compliance value based upon actual 2020 customer water use |

# 2020 UWMP Report Organization (Cont'd)

| Chapter | Description |
|---|---|
| Chapter 6 – Water Supply Characterization | Describes and quantifies current and projected potable and non-potable water supplies |
| Chapter 7 – Water Service Reliability | Describes water service reliability through at least a 20-year planning horizon. This description must be provided for normal, single dry year, and five consecutive dry years |
| Chapter 8 – Water Shortage Contingency Plan | Structured plan for dealing with water shortages, incorporating prescriptive information and standardized action levels, and implementation actions in the event of a catastrophic supply interruption. |
| Chapter 9 – Demand Management Measures | Communicates efforts to promote conservation and to reduce demand on the water supply |
| Chapter 10 – Plan Adoption, Submittal and Implementation | Describes and documents steps taken to make the UWMP publicly available, as well as steps taken to adopt and submit the UWMP in accordance with the Water Code. |

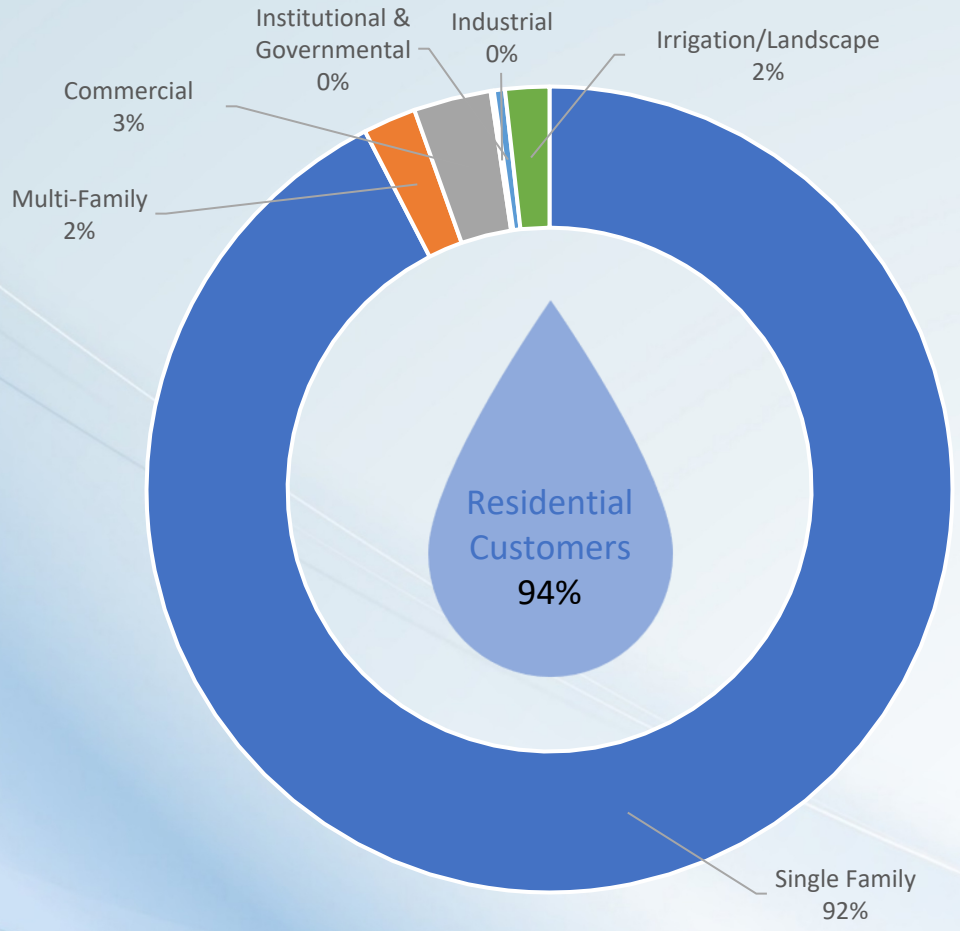
# Demand & Supply Projections - Current

- Potable water supplied by surface water delivery via Contra Costa Water District (CCWD) and two groundwater wells.
- 9,232 Acre-Feet supply in 2020
- 20,475 active service connections
- 74,321 Population as of 2020
- Distribution through system of
  - 12 storage tanks
  - 258 miles of pipeline

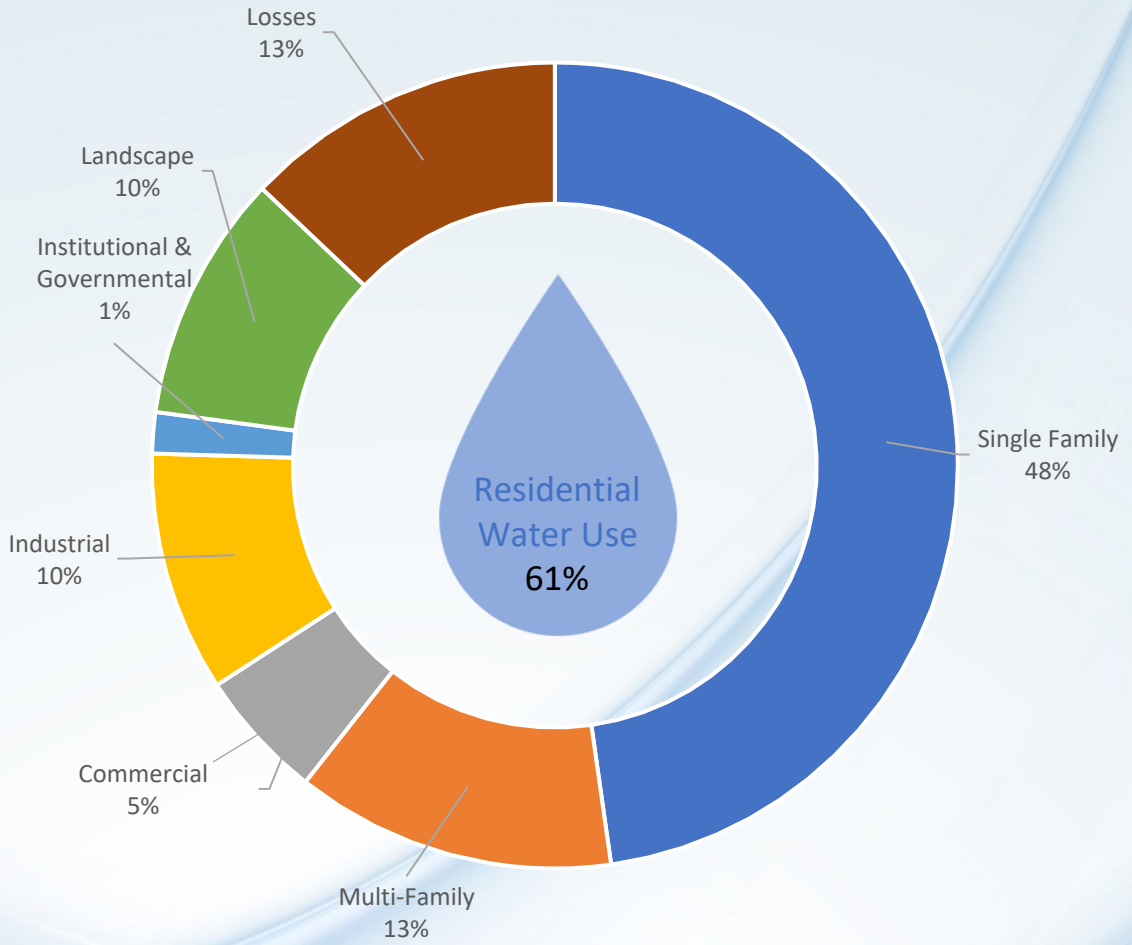


# Demand & Supply Projections - Service Connections vs Water Use

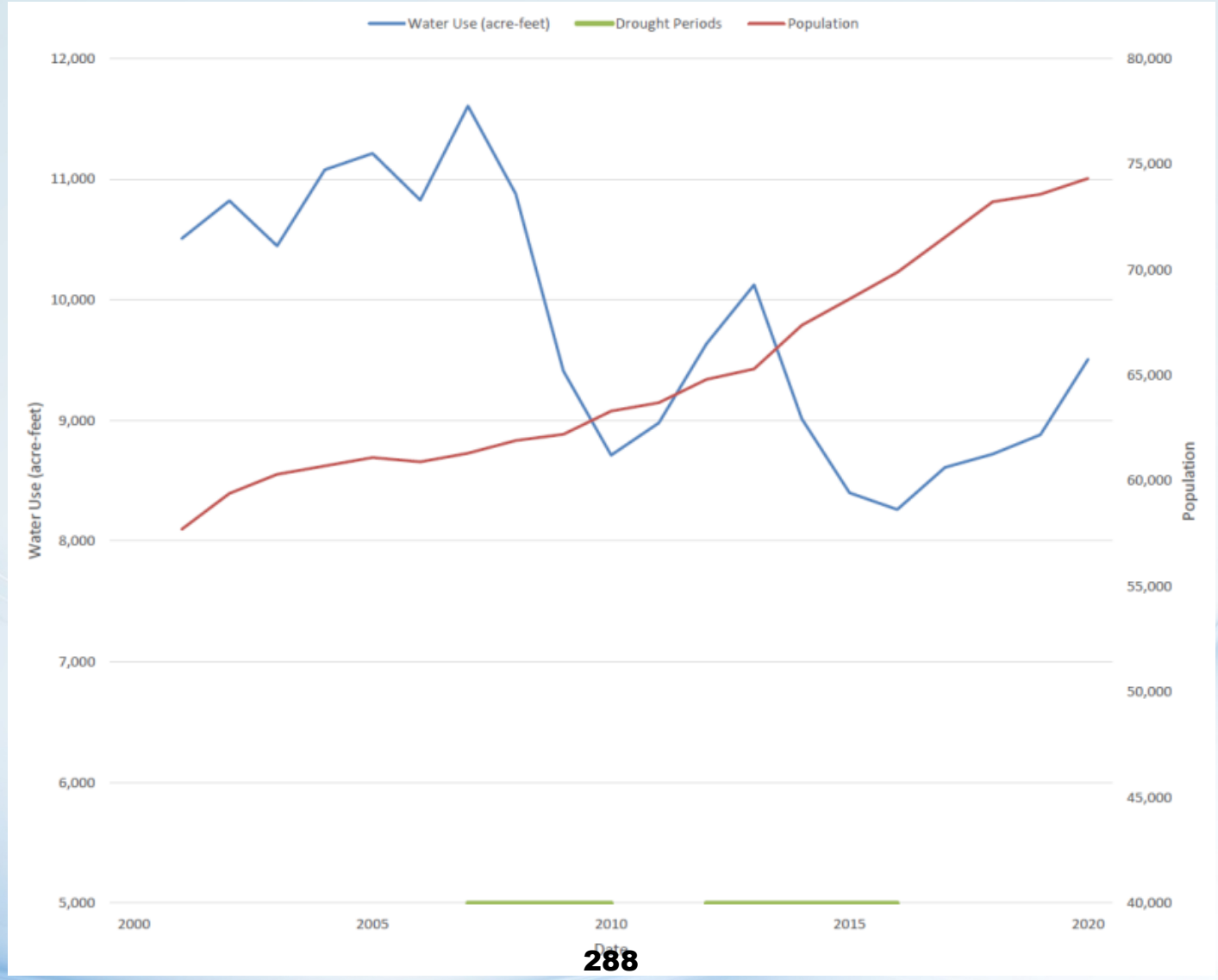
## Service Connections




## Water Use



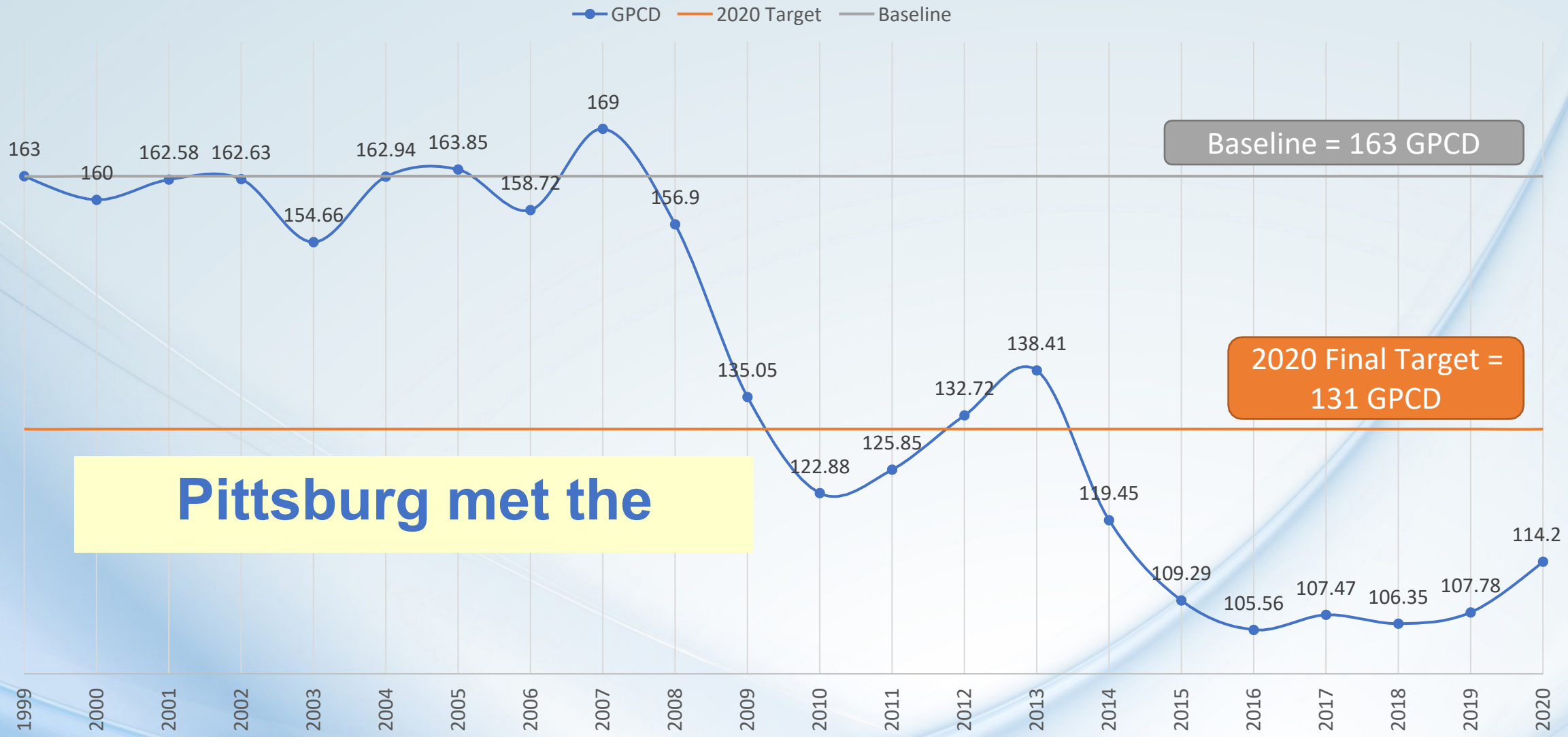
# Demand & Supply Projections - Historic Water Use and Population



# Compliance w/ Water Conservation Act

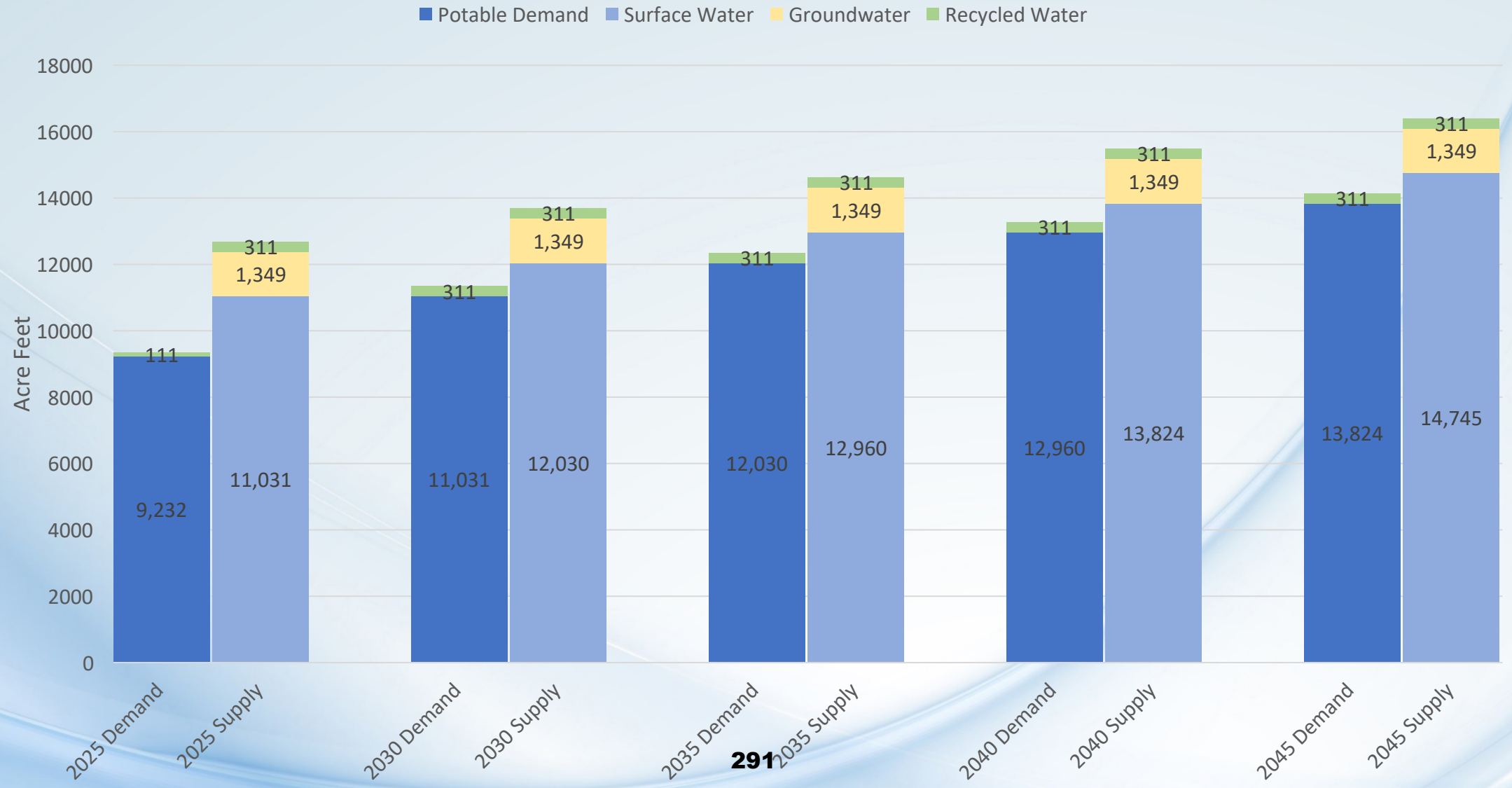
- Goal is to reduce per capita water use below baseline by:
  - 10% by June 30th, 2015
  - 20% by June 30th, 2020

# Demand & Supply Projections -Per Capita Water Use

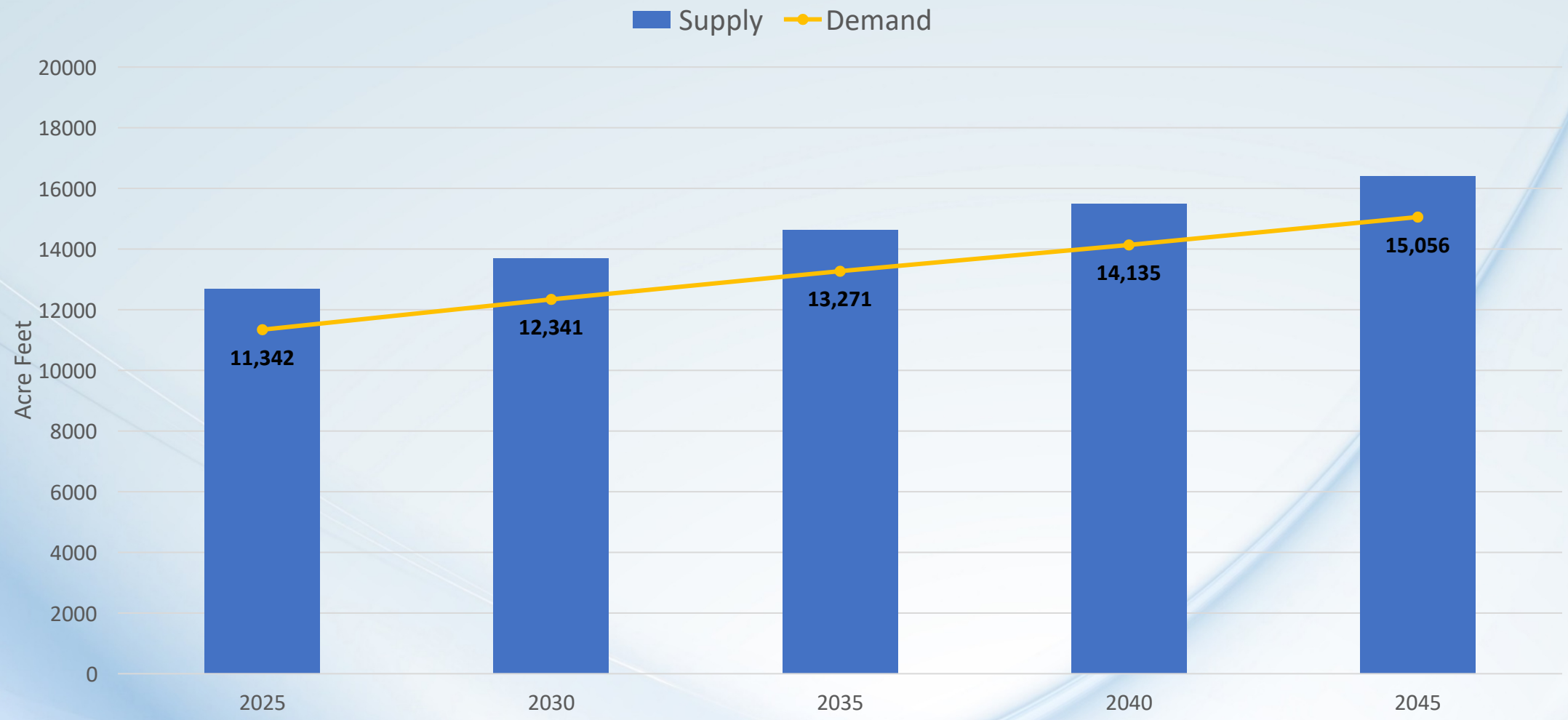



**Pittsburg met the**

# Demands vs Supply Projections 2025-2045



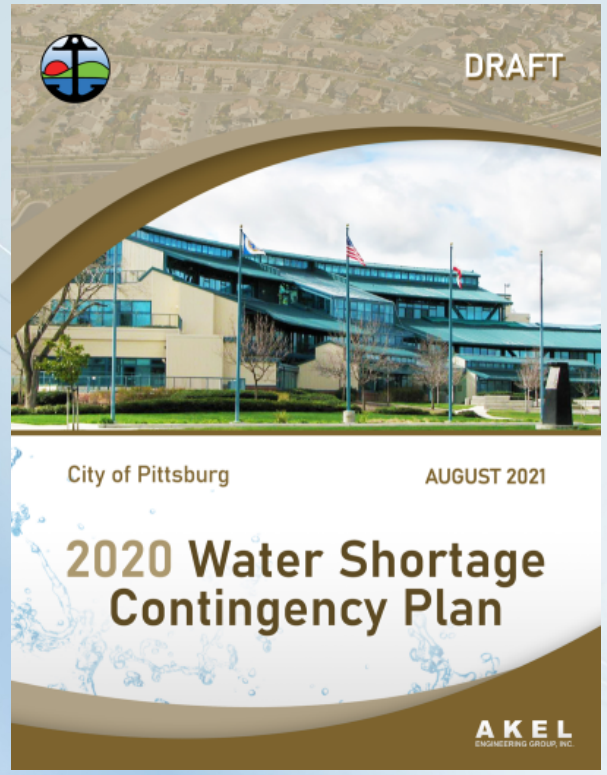
# Water Shortage Contingency Plan - 2025-2045 Supply and Demand
# Normal Year Conditions



Water Shortage Contingency Plan -

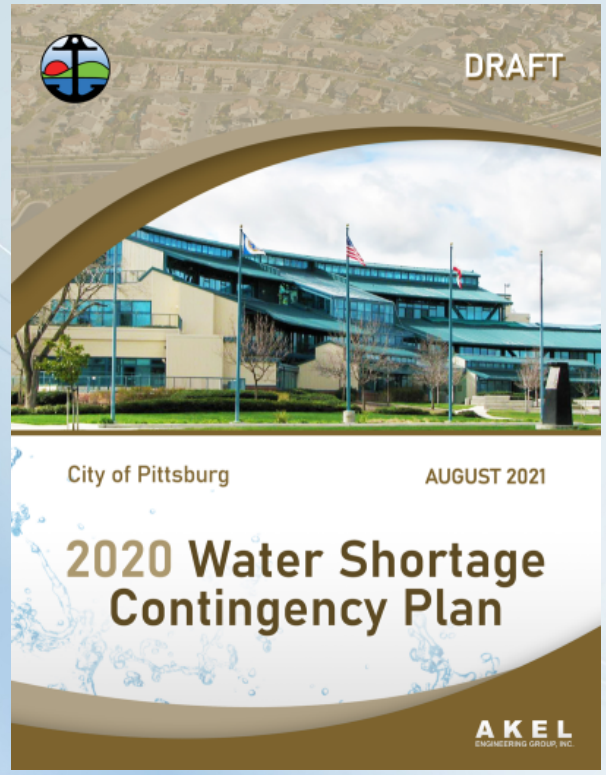
# Drought Risk Assessment – Water Supplies

# Water Shortage Contingency Plan - Levels




| Pittsburg Water Shortage Levels | | |
|---|---|---|
| **Shortage Level** | **Shortage Level Condition** | **Percentage Range** |
| Level 0 | Normal | None |
| Level 1 | Alert | Up to 10% |
| Level 2 | Significant | 11 to 20% |
| Level 3 | Severe | 21 to 30% |
| Level 4 | Critical | 31 to 40% |
| Level 5 | Crisis | 41 to 50% |
| Level 6 | Emergency | >50% |

# Water Shortage Contingency Plan




## Key Updates

- Standalone document
- Annual Supply and Demand Assessment
- Standardized Water Shortage Levels

# Notifying Stakeholders and Public Participation

# 2020 Urban Water Management Plan

and

# 2020 Water Shortage Contingency Plan

- Open Public Hearing
- Take Public Comment
- Keep the Public Hearing Open and Continue the Item until September 20, 2021
- Resume the Public Hearing and Take Action

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Introduction and Waive First Reading of an Ordinance Amending Chapter 8.12 of the Pittsburg Municipal Code to Amend the City's Vehicle Storage Regulations

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

Staff proposes an amendment to the Pittsburg Municipal Code (PMC) Chapter 8.12 to be consistent with other provisions in PMC Chapter 18 regarding storage of vehicles on private property.

## FISCAL IMPACT

This amendment does not have an impact to the General Fund.

## RECOMMENDATION

City Council open the public hearing, take public comment, close the public hearing and introduce, waive further reading and pass to second reading the attached Ordinance which updates the Pittsburg Municipal Code (PMC) Chapter 8.12 Vehicle Storage.

## BACKGROUND

PMC Section 18.78.070 Parking or Storage of Vehicles currently allows certain vehicles and trailers, including campers and recreational vehicles, to be parked or stored on private property if "it is not visible by being maintained in a garage or other building or behind a fence, wall or landscaping."

PMC Chapters 8.12.021 and 8.12.030 currently require a vehicle stored on private property to be "completely enclosed within a building…so that it is not plainly visible from the street or other public or private property." These sections do not allow for screening by fence, wall or landscaping, which is an inconsistency that has created confusion for property owners and for code enforcement staff.

PMC Section 18.12.050 Administration and Enforcement currently requires administration and enforcement of this chapter “by the chief of police of the city and his designated police officers.” This does not reflect Code Enforcement Division’s move from the Pittsburg Police Department to its current position within the Community Development Department.

## SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

## STAFF ANALYSIS

Chapter 8.12, sections 021 and 030 (A)(1), currently require inoperable vehicles to be stored “completely enclosed within a building…so that it is not plainly visible from the street or other public or private property.”

Staff recommends replacing the requirement in Chapter 8.12 with “stored behind a minimum six-foot solid fence” and limiting the restriction on visibility to “not plainly visible from the street,” and removing the language regarding visibility from public or private property. These revisions will remove the inconsistency and reduce confusion over what the code allows.

If approved, the revised Section 8.12.021 will read as follows:

8.12.021 Storage regulations.
It is unlawful and a misdemeanor for any person to abandon, park, store or leave or permit the abandonment, parking, storing or leaving of any licensed or unlicensed vehicle, or parts thereof, which is in an abandoned, wrecked, dismantled or inoperative condition upon any private property or public property, not including highways within the city, for a period in excess of five days, unless such vehicle, or parts thereof, is ~~completely enclosed within a building as hereinabove described~~ ***stored behind a minimum six-foot solid fence*** so that it is not plainly visible from the street ~~or other public or private property~~, or unless such vehicle is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer or a junkyard.

If approved, the revised Sections 8.12.030 will read as follows:

8.12.030 Exemptions.
A. This chapter shall not apply to:

1. A vehicle, or parts thereof, which is ~~completely enclosed within a building~~ ***stored behind a minimum six-foot solid fence*** in a lawful manner where it is not visible from the street or other public or private property; or

2. A vehicle, or parts thereof, which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, a junk dealer or when such storage or parking is necessary to the operation of a lawfully conducted business or commercial enterprise.

Chapter 8.12, section 050 currently requires “the chief of police of the city and his designated police officers” the administration and enforcement of this chapter. Staff recommends revision of this section to more accurately reflect the Code Enforcement Division’s move from the Pittsburg Police Department acting at the direction of the Chief of Police, to its current position within the Community Development Department.

If approved, the revised Sections 8.12.050 will read as follows:

8.12.050 Administration and enforcement.
~~Except as otherwise provided in this chapter, this chapter shall be administered and enforced by the chief of police of the city and his designated police officers. In the enforcement of this chapter an officer may enter upon private or public property to examine a vehicle, or parts thereof, or obtain information as to the identity of a vehicle and to remove or cause the removal of a vehicle, or parts thereof, declared to be a nuisance under this chapter~~.

~~The chief of police shall also designate which of his regularly employed and salaried police officers shall be authorized to make appraisals of the value of the vehicles for the purpose of this chapter~~.

***Any person designated by the City Manager is authorized to enforce the provisions of this chapter.***

After introduction of an ordinance, the City Council approves the action by adopting the ordinance by a majority vote at the next meeting. The ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS: Ordinance
PMC Section 8.12 (Current)

Report Prepared By: Myla Rivers, Code Enforcement Supervisor

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | | |
|---|---|---|
| Amending Pittsburg Municipal Code | ) | |
| Chapter 8.12 Abandoned Vehicles to | ) | ORDINANCE NO. 21-1492 |
| Allow for Storage Behind a Six-Foot Fence | ) | |
| And Authorize City Manager to Designate | ) | |
| Enforcement of this Chapter | ) | |

The Pittsburg City Council DOES ORDAIN as follows:

WHEREAS, pursuant to the City's police power under Article XI Section 7 of the California Constitution, the City Council of the City of Pittsburg has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, the presence of abandoned vehicles on private properties presents a public nuisance and the appearance of blight, and has been a focus of the City's code enforcement efforts; and

WHEREAS, there is a need for a clear, reasonable, and enforceable standard for properties within the City.

NOW, THEREFORE, the City Council of the City of Pittsburg Does ORDAIN as follows:

(new language in ***bold italic***, deleted language in ~~strikethrough~~)

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

Section 2. Amendment. Chapter 8.12.021 of the Pittsburg Municipal Code is hereby amended to read as follows:

**8.12.021 Storage regulations.**

It is unlawful and a misdemeanor for any person to abandon, park, store or leave or permit the abandonment, parking, storing or leaving of any licensed or unlicensed vehicle, or parts thereof, which is in an abandoned, wrecked, dismantled or inoperative condition upon any private property or public property, not including highways within the city, for a period in excess of five days, unless such vehicle, or parts thereof, is ~~completely enclosed within a building as hereinabove described~~ ***stored behind a minimum six-foot solid fence*** so that it is not plainly visible from the street ~~or other public or private property~~, or unless such vehicle is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer or a junkyard.

Section 3. Amendment. Chapter 8.12.030(A)(1) of the Pittsburg Municipal Code is hereby amended to read as follows:

**8.12.030 Exemptions.**

A. This chapter shall not apply to:

1. A vehicle, or parts thereof, which is ~~completely enclosed within a building~~ ***stored behind a minimum six-foot solid fence*** in a lawful manner where it is not visible from the street ~~or other public or private property~~; or

2. A vehicle, or parts thereof, which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, a junk dealer or when such storage or parking is necessary to the operation of a lawfully conducted business or commercial enterprise.

Section 4. Amendment. Chapter 8.12.050 of the Pittsburg Municipal Code is hereby amended to read as follows:

**8.12.050 Administration and enforcement.**

~~Except as otherwise provided in this chapter, this chapter shall be administered and enforced by the chief of police of the city and his designated police officers. In the enforcement of this chapter, an officer may enter upon private or public property to examine a vehicle, or parts thereof, or obtain information as to the identity of a vehicle and to remove or cause the removal of a vehicle, or parts thereof, declared to be a nuisance under this chapter~~.

~~The chief of police shall also designate which of his regularly employed and salaried police officers shall be authorized to make appraisals of the value of vehicles for the purpose of this chapter~~.

***Any person designated by the City Manager is authorized to enforce the provisions of this chapter.***

Section 5. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

Section 6. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

Section 7. Publication. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing Ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on August 16, 2021, and was adopted and ordered published at a meeting of the City Council held on XXX by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Introduction and Waive First Reading of an Ordinance Amending Chapter 8.16 of the Municipal Code to Amend the City's Standards for Abatement of Weeds

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

Staff proposes an amendment to the Pittsburg Municipal Code Chapter 8.16 Weed Abatement in order to be consistent with abatement standards of the Contra Costa County Fire Protection District.

## FISCAL IMPACT

The amendment does not have an impact on the General Fund.

## RECOMMENDATION

City Council open the public hearing, take public comment, close the public hearing and introduce, waive further reading and pass to second reading the attached Ordinance which updates the Pittsburg Municipal Code (PMC) Chapter 8.16 Abatement of Weeds and Rubbish.

## BACKGROUND

Currently, the PMC does not specify a height standard for weed abatement in the City. Adopting an ordinance consistent with weed abatement standards of the Contra Costa County Fire Protection District would clarify the code for ease of enforcement.

## SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

## STAFF ANALYSIS

Staff recommends one revision to the weed abatement section of the municipal code to reference the Contra Costa County Fire Protection District's height standard for compliance.

Chapter 8.16, Section 030 reads "It is unlawful for the owner, agent, lessee or other person having charge or control of any piece or parcel of land within the city to allow weeds or rubbish to grow or to remain thereon, or upon the street or sidewalk in front of such piece or parcel of land."

The lack of a standard or measurement limit for weeds has been confusing for property owners and hampered the City's enforcement efforts.

If the ordinance is approved, the above section will include the following additional language:

"Weed height to remain consistent with Contra Costa County Fire Protection District Minimum Weed Abatement Standards."

The revision will reduce confusion for property owners regarding the maintenance of their properties and assist code enforcement staff in the performance of their duties. Currently, the District's weed height maximum in no more than three inches.

ATTACHMENTS: Ordinance
PMC Section 8.16 (Current)
Contra Costa Fire Protection District Weed Abatement Standards

Report Prepared By: Myla Rivers, Code Enforcement Supervisor

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | | |
|---|---|---|
| Amending Pittsburg Municipal Code | ) | |
| Chapter 8.16 Abatement of Weeds and | ) | ORDINANCE NO. 21- |
| Rubbish to Clarify Weed Height Limit | ) | |

WHEREAS, pursuant to the City's police power under Article XI Section 7 of the California Constitution, the City Council of the City of Pittsburg has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, the presence of weeds and rubbish on private properties presents a public nuisance and a potential fire hazard, and has been a focus of the City's code enforcement efforts; and

WHEREAS, the Contra Costa Fire Protection District has a long-established standard for the acceptable height of weeds on a property; and

WHEREAS, there is a need for a clear, reasonable, and enforceable standard for properties within the City.

NOW, THEREFORE, the City Council of the City of Pittsburg Does ORDAIN as follows:

(new language in ***bold italic***, deleted language in ~~strikethrough~~)

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

Section 2. Amendment. Chapter 8.16.030 of the Pittsburg Municipal Code is hereby amended to read as follows:

8.16.030 Weeds and rubbish prohibited.
It is unlawful for the owner, agent, lessee or other person having charge or control of any piece or parcel of land within the city to allow weeds or rubbish to grow or to remain thereon, or upon the street or sidewalk in front of such piece or parcel of land. ***Weed height must comply with Contra Costa County Fire Protection District Minimum Weed Abatement Standards.***

Section 3. Severability.

If any section, subsection, sentence, clause or phrase or word of this Ordinance is for any reason held to be unconstitutional, unlawful or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions may be declared unconstitutional, unlawful or otherwise invalid.

Section 4. Effective Date

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

Section 5. Publication

The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing Ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on August 16, 2021, and was adopted and ordered published at a meeting of the City Council held on ___ by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

# Chapter 8.16
# ABATEMENT OF WEEDS AND RUBBISH

Sections:


**8.16.010 Intent and purpose.**

**8.16.020 Definitions.**

**8.16.030 Weeds and rubbish prohibited.**

**8.16.040 Abatement procedure.**


## 8.16.010 Intent and purpose.

Pursuant to the authority of Government Code Section 39501 et seq., the city council finds and declares that it is necessary to establish a procedure of the requiring and providing for the removal of weeds and rubbish from sidewalks, parking, or streets and from private property, and to provide for the cost of removal as a lien upon the subject property and for the enforcement of the lien by sale of the property. [Ord. 779 § 1, 1979.]

## 8.16.020 Definitions.

As used in this chapter:

A. “Weeds” includes, but is not limited to, weeds, when mature wingy or downy seeds, which will attain large growth as to become a fire menace when dry, or which or otherwise are noxious or dangerous.

B. “Rubbish” includes all putrescible or nonputrescible solid and semisolid waste, whether combustible or noncombustible, including both garbage and rubbish. [Ord. 779 § 1, 1979.]

## 8.16.030 Weeds and rubbish prohibited.

It is unlawful for the owner, agent, lessee or other person having charge or control of any piece or parcel of land within the city to allow weeds or rubbish to grow or to remain thereon, or upon the street or sidewalk in front of such piece or parcel of land. [Ord. 779 § 1, 1979.] [***Weed height must comply with Contra Costa County Fire Protection District Minimum Weed Abatement Standards*.]**

## 8.16.040 Abatement procedure.

In the event of a violation of PMC 8.16.030, the code enforcement officer shall proceed as follows:

A. Notice to Remove. The code enforcement officer is authorized to give written notice to the owner, agent, lessee or person having control of private property to order the removal of weeds or rubbish from the property or abutting public property within 10 days. The notice shall be by registered mail, addressed to the owner, agent or lessee or other person having control of the property at the last known address. If the written notice is returned to the post office because of inability to make delivery, the code enforcement officer shall cause a notice to be posted on the property allowing 10 days compliance with the order.

B. Request for Hearing. The notice shall also state the owner, agent, lessee or person having control of the property may within 10 days of the date of the notice request a public hearing regarding the intended abatement.

C. Action Upon Noncompliance. Upon the failure, neglect or refusal of the owner, agent, lessee or person having control of the property to request a hearing or remove the weeds and rubbish within 10 days of the date of the written or posted notice, the code enforcement officer is authorized to abate the nuisance by removal of the weeds and rubbish without holding a public hearing.

D. Costs of Abatement Billed to Property Owner. The city's administrative costs and costs of removal of weeds and rubbish shall be billed to the property owner and are due and payable within 30 days of the date of the bill.

E. Cost of Abatement a Special Assessment. If the administrative costs and the costs of removal which are charged against the owner of the property are not paid within 30 days of the date of the bill, the costs shall be assessed against the parcel of real property pursuant to Section 38773.5 of the Government Code and shall be transmitted to the city clerk for collection. The assessment shall have the same priority and will be collected in the same manner as property and other city taxes. [Ord. 1021 § 1, 1991; Ord. 779 § 1, 1979.]

## MINIMUM WEED ABATEMENT STANDARDS

A. **PARCELS FIVE ACRES OR LESS IN SIZE:**
Maintain **ALL** weeds at a height of **no more than 3 inches**. Weeds and grasses must be mowed, with material mulched and scattered or raked and bagged, and removed from the property, or disced (see "Discing Quality" below). All combustible rubbish or debris, including but not limited to: cardboard boxes, pallets, trash, wood rounds/chunks, rubble, etc., shall be removed from the property. **Parcels may require additional abatement during the season due to the regrowth of weeds and other flammable vegetation.**

B. **PARCELS GREATER THAN FIVE ACRES IN SIZE:**
Shall be provided with **30-foot fuelbreaks and 15-foot crossbreaks** (see **"H"** and **"I"** below). Crossbreaks should divide the parcel into approximately 5-acre sections. **Fencelines may require handmowing/weedeating to ensure completion of fuelbreak.** When terrain is too steep or rugged for a tractor, a handmowed fuelbreak may be required. All cut material should be mulched and scattered or raked, bagged and removed from parcel.

C. **Fuelbreaks along roadways** are required as part of the property line. Road right-of-ways shall be cleared to a minimum of **10 feet horizontally** from the edge of driving surface and **13'6" vertically**.

D. **Active pastureland** shall be provided with **15-foot wide fuelbreaks and crossbreaks** if a sufficient number of animals are present to steadily reduce height of grasses during the summer months **to 3 inches** or less by the end of August, irrespective of parcel size. **If this requirement cannot be met, 30-foot fuelbreaks and crossbreaks shall be required.**

E. **Active cropland** shall be provided with **15-foot fuelbreaks** or crossbreaks if the crop is to be harvested by mid-June. If there is to be a later harvest, **30-foot fuelbreaks shall be required**.

F. **Orchards** are to be maintained by complete abatement, including grasses under tree branches (see G. Tree litter). This may require pruning of lower branches to allow equipment access.

G. **Tree litter** (eucalyptus leaves and bark, coniferous needles, leaves, fallen branches, etc.) shall be removed from the base of trees, tree stems, and limbs within 10 feet of the ground and maintained throughout the fire season.

H. **30-foot fuelbreaks, where required, shall be provided** around all structures, combustible storage, trees, shrubs and brush, **along ridgelines,** fencelines, ditches, and along the sides of, but not in, creeks. Fuelbreaks and crossbreaks are a continuous strip of disced or dozed ground following as closely as possible to the property line, and **along one side of all fencelines**, ditches, and on top of all ridgelines. Remove from the property all debris, rubble, junk, piles of dirt, etc., which would obstruct or impede vehicles and/or equipment used for abatement work or fire suppression operations.

I. **Mowed fuelbreaks** shall be 60 feet wide and **mowed crossbreaks** 30 feet wide due to ability of the remaining surface material to support a fire growth.

### DISCING QUALITY:

All discing work, including fuelbreaks, shall be completed so that all weeds, grasses, crops and other vegetation or organic material, which could be expected to burn, shall be completely turned under to the point that there is not sufficient exposed fuel to maintain or allow the spread of fire.

***NOTE: Certain properties may require additional or more stringent abatement due to site-specific issues with terrain, regrowth, location, land use, or fire related history.***

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Adoption of a City Council Resolution Authorizing the Formation of the American Rescue Plan Act Ad-Hoc Subcommittee

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

The City proposes to form the American Rescue Plan Act (ARPA) Ad-Hoc Subcommittee (Ad-Hoc Subcommittee) to oversee the allocation and programming of the ARPA funds. These ARPA funds are distributed in two tranches, 12 months apart. Funds have to be committed by December 31, 2024 and spent by December 31, 2026. The ARPA Ad-Hoc Subcommittee will exist no later than December 31, 2026.

## FISCAL IMPACT

There is no fiscal impact to the City's General Fund as a result of adopting the Resolution authorizing the formation of the ARPA Ad-Hoc Subcommittee.

The City will be receiving a total of $16,290,477 from the federal government's ARPA. The first tranche of $8,145,238.50 was received on June 8, 2021. The City anticipates receiving the second tranche of $8,145,238.50 in June 2022.

## RECOMMENDATION

City Council adopt the Resolution authorizing the formation of the ARPA Ad-Hoc Subcommittee.

## BACKGROUND

ARPA was signed and became law on March 11, 2021. This was a $1.9 trillion COVID-19 stimulus bill. All 19,000 municipal governments are entitled to a direct, non-competitive federal grant from the US Department of the Treasury (Treasury).

$360 billion in funding have been established for state and local governments and are allocated in the following manner: $195.3 billion to state governments, $24.5 billion to tribal and territorial governments, $130.2 billion to local governments, and $10 billion to capital projects.

On July 26, 2021, the City conducted a workshop (Workshop), a public meeting where the City Council discussed the possible uses of these funds and where the public may ask questions and express concerns.

## SUBCOMMITTEE FINDINGS

The formation of the ARPA Ad-Hoc Subcommittee was not previously discussed in a subcommittee meeting.

## STAFF ANALYSIS

During the Workshop, the Mayor and City Council Members discussed the various categories or as referred to during the Workshop, “Buckets”, that are eligible for the ARPA funds.

- Broadband
- Water infrastructure
- Sewer infrastructure
- Stormwater infrastructure
- Local economy and tourism
- Revenue loss to General Fund
- Programs/assistance
- Facilities upgrades
- Operations upgrades
- Assistance to non-profits

The Mayor and Vice-Mayor are the members who will oversee the ARPA Ad-Hoc Subcommittee. As each project or program is considered, the members of the ARPA Ad-Hoc Subcommittee will work with the appropriate subcommittees to develop that project or program.

The City, like all grantees, must provide the Treasury with reports such as the Interim Report due on August 31, 2021 and the quarterly Project and Expenditure Report with the first reporting due October 31, 2021. Staff will review the reports that are to be filed with the Treasury with the ARPA Ad-Hoc Subcommittee so that the members of the ARPA Ad-Hoc Subcommittee are kept informed of the efficient use of the ARPA funds and that they may report the status and progress to the other subcommittees and their members.

Under the guidance of the ARPA Ad-Hoc Subcommittee, working with the other subcommittees, the City Council will be able to plan for the improvements that could be made to City operation and infrastructure, address the loss of revenue as a result of the COVID-19 pandemic, and provide the services and amenities to improve the quality of life of Pittsburg residents.

ATTACHMENTS: Resolution

Report Prepared By: Garrett Evans, City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Authorizing the Formation of the American Rescue Plan Act Ad-Hoc Subcommittee ) RESOLUTION NO. 21-

WHEREAS, the American Rescue Plan Act (ARPA) was signed and became law on March 11, 2021. This was a $1.9 trillion COVID-19 stimulus bill. All 19,000 municipal governments are entitled to a direct, non-competitive federal grant from the US Department of the Treasury (Treasury); and

WHEREAS, $360 billion in funding have been established to state and local governments and are allocated in the following manner: $195.3 billion to state governments, $24.5 billion to tribal and territorial governments, $130.2 billion to local governments, and $10 billion to capital projects; and

WHEREAS, these ARPA funds are distributed in two tranches, 12 months apart. Funds have to be committed by December 31, 2024 and spent by December 31, 2026; and

WHEREAS, the City will be receiving a total of $16,290,477 from the federal government's ARPA. The first tranche of $8,145,238.50 was received on June 8, 2021. The City anticipates receiving the second tranche of $8,145,238.50 in June 2022; and

WHEREAS, on July 26, 2021, the City conducted a workshop, a public meeting where the City Council discussed the possible uses of these funds and where the public may ask questions and express concerns; and

WHEREAS, the City proposes to form the ARPA Ad-Hoc Subcommittee to oversee the allocation and programming of the ARPA funds; and

WHEREAS, the Mayor and Vice-Mayor are the members who will oversee the ARPA Ad-Hoc Subcommittee. As each project or program is considered, the members of the ARPA Ad-Hoc Subcommittee will work with the appropriate subcommittees to develop that project or program.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby:

1) Adopts this Resolution and forms the ARPA Ad-Hoc Subcommittee which will exist no later than December 31, 2026.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of August 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**CITY OF PITTSBURG**
**CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES**

**DATE:** August 2, 2021

**LOCATION:** Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

**CITY COUNCIL.AGENCY MEMBERS**
Marilyn Craft, Mayor/Chair
Holland Barrett White, Vice-Mayor/Chair
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

**APPOINTED OFFICIALS**
Garrett Evans, City Manager/Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for July 19, 2021 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

Mayor Craft called the meeting of the City Council to order at 7:03 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:30 P.M. for Closed Session for the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Section 54956.8):

Property: 300 Cumberland Street (APN 085-108-010); Negotiators for the Successor Agency for the Redevelopment Agency of the City of Pittsburg: Garrett Evans and Maria Aliotti; Negotiating Party: JJ Phair; Under Negotiation: Both price and terms of payment

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Stacy Shell, Municipal Resource Group, LLC

Unrepresented employee: City Attorney

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957:

City Attorney

City Attorney Mooney stated there was no reportable action taken on Item 1 in Closed Session. Mayor Craft stated there was no reportable action taken on Items 2 and 3.

## ROLL CALL

All Members were present.

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

## PROCLAMATION

4. National Night Out

## PRESENTATION

5. Contra Costa Fire District Update

## CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on COVID-19 management, as well as upcoming City events.

## PUBLIC COMMENTS

There were no public comments on non-agenda items.

## COMMITTEE REPORTS

There were no committee reports.

## PUBLIC HEARING

Member Banales stated he would recuse himself from the next item as his employer owns one of the properties noted in the plan. He left the meeting at this time.

6. Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits

Mayor Craft opened the Public Hearing.
Randy Baugh spoke in favor of the Ordinance.

There being no one to speak to the item further, Mayor Craft closed the Public Hearing.

On Motion by Mayor Craft, seconded by Vice-Mayor White to introduce and waive first reading of the Ordinance with the following changes and carried by the following vote:

1. Changes to Section 18.88.045(e) as presented by staff to ensure that the city's look back period is consistent with state law,
2. In Section 18.88.040 removing the words “excluding microbusinesses” and adding religious assemblies to the 600-foot buffering distance list,
3. And as outlined by the City Attorney adding the sentence to Section 5.70.150 to require a 4/5's vote to increase the number of permits allowed or to expand locations where commercial cannabis businesses are allowed

AYES: Killings, Scales-Preston, White, Craft
ABSENT: Banales

Member Banales returned to the meeting.

**CONSIDERATION**

7. Introduction and Waive Further Reading of an Ordinance Amending Pittsburg Municipal Code Chapter 9.20 Fireworks to Increase Fine and Expand Violations

On Motion by Member Scales-Preston, seconded by Vice-Mayor White to introduce and waive first reading of the Ordinance and carried unanimously.

**CONFLICT OF INTEREST STATEMENT**

There were no conflict of interests statements.

**COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY AND SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR**

Mayor/Chair Craft asked that Item 13 be removed from the Consent Calendar and considered separately.

On Motion by Member Banales, seconded by Vice-Mayor/Chair White to adopt without Item 13 and carried unanimously.

8. Minutes of July 19, 2021

9. Adoption of a City Council Resolution Selling to the Pittsburg Power Company and a Pittsburg Power Company Resolution Purchasing and Accepting from the City the Northwest Corner of Railroad Avenue and Civic Avenue (APN 086-100-015)

10. Adoption of a City Council Resolution Accepting Plans and Specifications, and Awarding Contract for Construction of Project 5004 E 9th Street Water and Sewer Improvements Project

11. Adoption of a City Council Resolution to Amend Staffing Allocation for Fiscal Year 2021/2022

12. Adoption of a City Council Resolution Approving a Project to Track City Expenses Related to Homelessness, Allocate Funds and Award a Contract for Park Security Patrol Services to Northpoint Security Services of Oakley, California

The following item was considered separately:

13. Adoption of a City Council Resolution to Authorize Execution of a Construction Contract for the California Theatre Balcony Level Occupancy Project and Related Improvements

On Motion by Vice-Mayor White, seconded by Member Banales to adopt and carried unanimously.

## COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

## COUNCIL MEMBER REMARKS

There were no Council Member remarks.

## ADJOURNMENT

The City Council adjourned at 9:22 P.M. to August 16, 2021.

Respectfully submitted,

Alice E. Evenson, City Clerk

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Chair and Governing Board Members

**FROM:** Garrett Evans, Executive Director

**SUBJECT:** Adoption of a Pittsburg Power Company Resolution Accepting a $25,000 Grant from the Y & H Soda Foundation for Future Build's Instructional Budget

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

Pittsburg Power Company (PPC) is seeking approval to accept a $25,000 grant from the Y & H Soda Foundation (Grant) for Future Build's instructional budget.

## FISCAL IMPACT

Future Build was awarded the Grant for instructional purposes. There is no increased cost or fiscal impact to PPC or the City of Pittsburg. Since 2014, the Y & H Soda Foundation has contributed $305,000 to the PPC's Future Build program.

No City General Fund, including Measure M, is used to operate Future Build in Fiscal Year 2021-2022.

## RECOMMENDATION

PPC Board adopt the Resolution to accept the Grant from the Y & H Soda Foundation. It is recommended that the Executive Director be authorized to take any and all administrative actions to ensure that the grant funds are utilized to improve Future Build's instructional goals

## BACKGROUND

Future Build is a partnership of the PPC, Contra Costa Workforce Development Board (WDB), Pittsburg Adult Education Center (PAEC), Environmental Protection Agency (EPA), Contra Costa Building and Construction Trades Council, GRID Alternatives, Northern California Laborers Training, Construction Trades Workforce Initiative, Y & H Soda Foundation, Rubicon, and Open Opportunities, Inc. (OOI) to provide low income East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation. Each training session is referred to as a cohort.

Future Build's managing partner and fiscal agent is the PPC. OOI provides case management and day to day program supervision and administration of the skill-based instructional staff. PAEC provides the general academic and life skills instruction. Northern California Laborers provides the solar and safety training. The Contra Costa Building and Construction Trades Council provides tools and instruction from its member trade unions as well as general orientations into the construction related trades. GRID Alternatives provides solar installation training while providing local lower income area residents with free solar panels.

## SUBCOMMITTEE FINDINGS

This item was not discussed in a subcommittee meeting.

## STAFF ANALYSIS

Future Build provides a life changing experience for the trainees that leads to reengagement in the workforce and post-secondary educational opportunities. Pre-apprenticeship training, classroom and laboratory are combined in practical applications in the field. The practical applications can also be referred to as "community benefit projects". Community benefit projects are where the trainees exercise what they have learned by improving facilities in public housing projects, solar installations of homes for low income residents, schools, and public recreational facilities such as parks. Most recently, some of Future Build's efforts include rehabilitation of the restrooms at the community meeting room at Buchanan Park, construction of raised planting beds at the Los Medanos Community Healthcare District Community Garden, fence repairs at Small World Park, and rehabilitation of a modular unit at the golf course.

While there is significant in-kind support for Future Build, the primary financial support is currently provided by the WDB and EPA. This support is vital to the operation of Future Build.

Y & H Soda Foundation awarded Future Build the Grant for the period of July 1, 2021 through June 30, 2022. As previously mentioned, the Grant will assist Future Build in advancing its efforts with the pre-apprenticeship training of students and practical applications in the field. Future Build will be required to submit timely reports and may be monitored by Y & H Soda Foundation.

Future Build's current curriculum includes health monitoring, face masks, social distancing, hand sanitizing stations and online learning where required. Cohorts are also incorporating best practices such as staggered start times and smaller group instruction as well as outdoor classrooms. Future Build Trainees are vaccinated.

ATTACHMENTS: Resolution
Y & H Soda Foundation Grant

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

| | | |
|---|---|---|
| Accepting a $25,000 Grant from Y & H Soda Foundation for Future Build's Instructional Budget | ) ) ) | RESOLUTION NO. 21- |

WHEREAS, Future Build is a partnership between the Pittsburg Power Company (PPC), Contra Costa Workforce Development Board (WDB), Pittsburg Adult Education Center (PAEC),Environmental Protection Agency (EPA), Contra Costa Building and Construction Trades Council, GRID Alternatives, Northern California Laborers Training, Construction Trades Workforce Initiative, Y & H Soda Foundation, Rubicon, and Open Opportunities, Inc. (OOI) to provide East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation; and

WHEREAS, Future Build provides a life changing experience for the trainees that leads to reengagement in the workforce and post-secondary educational opportunities. Pre-apprenticeship training, classroom and laboratory are combined in practical applications in the field; and

WHEREAS, most recently, some of Future Build's efforts include rehabilitation of the restrooms at the community meeting room at Buchanan Park, construction of raised planting beds at the Los Medanos Community Healthcare District Community Garden, fence repairs at Small World Park, and rehabilitation of a modular unit at the golf course; and

WHEREAS, PPC is seeking approval to accept a $25,000 grant from the Y & H Soda Foundation (Grant) for Future Build's instructional budget; and

WHEREAS, Y & H Soda Foundation awarded Future Build the Grant for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, the Grant will assist Future Build in advancing its efforts with the pre-apprenticeship training of students and practical applications in the field.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby accepts the Grant from Y & H Soda Foundation for Future Build's instructional budget.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 16th day of August 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

SODA FOUNDATION

July 23, 2021

Garrett Evans
City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Dear Mr. Evans:

On behalf of the Board of Directors of the Y & H Soda Foundation, I am pleased to inform you that the City of Pittsburg has been awarded a grant in the amount of $25,000. The terms and conditions of this grant are as follows:

1. This grant of $25,000 is for the Future Build Program for the grant period of July 1, 2021 through June 30, 2022.

2. Please pay particular attention to the Reports to the Foundation (Section C) of the enclosed Grant Conditions, where we detail expected performance indicators and reporting requirements.

3. This is an outright and one-time grant. This award letter and the attached Grant Conditions constitute a legally binding agreement. It will be effective upon our receipt of a signed copy of this letter and the executed Grant Conditions.

4. The $25,000 payment will be disbursed upon receipt of the signed documents specified above.

If you have any questions about this grant award, please contact Rebeca Rangel, your Program Officer.

Sincerely yours,

Luis Arteaga
CEO

_____ Date: _____
Garrett Evans, City Manager
City of Pittsburg

Enclosed: Grant Conditions

Cc: Gerald Dunbar, Consultant, Dunbar & Associates

# Y AND H SODA FOUNDATION GRANT CONDITIONS

The following conditions required by the Y and H Soda Foundation ("Foundation") are incorporated into the attached Grant Notification and Agreement ("Notification") and form a part thereof:

A. Limitations on Use; Agreements and Warranties of Grantee
The Grantee represents, warrants and agrees as follows:

1. The Grant funds shall be expended only for the purposes stated in the Notification and in accordance with the Budget submitted with the proposal, and no change, modification, adjustment or amendment will be made except with the advance written consent of the Foundation.

2. Expenses incurred by the Grantee prior to the date of the Notification shall not be charged against the Grant except with the written consent of the Foundation.

3. While grant funds are restricted and intended for use for the purposes described in the Notification, for financial accounting treatment, the grant funds shall not be deemed to be conditional upon the accomplishment of any particular, measurable goal or metric, unless that condition is specifically identified in the space below:

| Projected date of initial payment | Amount | Financial accounting condition |
|---|---|---|
| Within 30 days of receipt of signed grant agreement and conditions | $25,000 | None |

4. The Budget submitted by the Grantee reflecting the use of the Grant and the timing of all expenditures is true, correct and complete.

5. The Grantee shall be responsible for the expenditure of the Grant in accordance with the terms of the Notification and these General Conditions and shall maintain adequate records in accordance with generally accepted accounting principles (GAAP).

6. Except as permitted in writing by the Foundation, no part of the Grant funds will be paid by the Grantee to organizations or consultants engaged in fund raising or public relations for services rendered to obtain this Grant.

B. Return of Unexpended Grant Funds
The Grantee shall return to the Foundation any unexpended Grant funds if:

1. The Foundation determines in its absolute discretion that the Grantee has not performed its obligations with respect to the Grant or any warranty or representation of the Grantee made herein or if the Grantee's application is incorrect in any material respect.

2. The purpose for which the Grant has been made cannot, in the opinion of the Foundation, be accomplished due to changed circumstances or other reasons.

3. The Grantee has not spent all funds in accordance with the terms of the Budget within ninety (90) days after the time or times specified in the Budget unless the Grantee receives written approval from the Foundation to delay the expenditure.

C. Reports to the Foundation

The Grantee shall submit information demonstrating to the Foundation that the grant funds have been expended as indicated in the grant proposal. Please report on the following goals as part of your grant reporting:

- Enroll a minimum of 40 low-income East Contra Costa County residents with a goal of 20% women trainees, 20% previously incarcerated, and 80% people of color.
- Secure employment for 75% of graduates.
- Report average hourly wage for all job placements.

| Type of Report | Due Date | Reporting Period |
|---|---|---|
| One Final Report | August 1, 2022 | July 1, 2021 to June 30, 2022 |

D. Monitoring and Evaluation

In order to assess the effectiveness of the Foundation's grants, the Foundation may monitor or conduct an evaluation of the project or program funded by this Grant which may include visits by representatives of the Foundation to observe the Grantee's operating procedures with respect to this project or program and to discuss the project or program with the Grantee's personnel.

E. Public Announcements

The Grantee shall review all proposed announcements regarding this Grant with a representative of the Foundation prior to publication and all such proposed announcements shall be sent to the Foundation for such review. The Grantee shall also provide information regarding means of dissemination.

F. Limit of Commitment

This Grant has been authorized by the Directors of the Foundation and is accepted by the Grantee with the understanding that the Foundation has no obligation to provide additional funds or other support to the Grantee for the purpose stated above or any other purpose or project of the Grantee.

G. Interpretation of Agreement

These Grant Conditions, together with the Notification, Budget and grant proposal, constitute the entire agreement of the Foundation and the Grantee with respect to the subject matter herein and therein contained and shall be interpreted under the laws of the State of California.

Y & H SODA FOUNDATION

Dated: 7/23/21 By: _____

Luis Arteaga, CEO

CITY OF PITTSBURG

Dated: _____ By: _____

Garrett Evans, City Manager

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Chair and Governing Board Members

**FROM:** Garrett Evans, Executive Director

**SUBJECT:** Adoption of a Pittsburg Power Company Resolution Approving the 2020 Annual Power Source Disclosure Report to the California Energy Commission

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

State Law, Public Utilities Code Section 398.1(b), requires all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers. The Pittsburg Power Company (PPC) provides electricity retail service on Mare Island, Vallejo in the name of Island Energy (IE) and is required by law to disclose the sources of its energy procurement and sales to its end users on Mare Island. The CEC requires the Governing Board of the Pittsburg Power Company to approve its 2020 Annual Power Source Disclosure Report (PSD Report).

## FISCAL IMPACT

Approval of the 2020 Annual Power Source Disclosure Report has no fiscal impact to IE's Enterprise Fund or the City of Pittsburg's General Fund.

## RECOMMENDATION

The Governing Board of the Pittsburg Power Company approve the 2020 Annual Power Source Disclosure Report, attests the information contained in the report is true and accurate and the energy that PPC procured was sold once and only once to end use customers on Mare Island, Vallejo.

## BACKGROUND

Electricity retail suppliers are required to report the resources or fuel types of power procured and sold in the form of a Power Source Disclosure Report developed by the CEC. The CEC also requires the power source disclosure report to be independently audited. An electricity retail supplier that is a public agency, such as PPC, is not required to comply with the audit requirements if the board of directors of the public agency approves the power source disclosure report at a public meeting and attests the information contained in the power source disclosure Report is accurate.

## SUBCOMMITTEE FINDINGS

The 2020 Annual Power Source Disclosure Report has not been presented to the Pittsburg Power Subcommittee.

## STAFF ANALYSIS

The 2020 Power Source Disclosure Report shows that during calendar year 2020, 26.7% of PPC's annual electricity sales to end use customers was purchased from solar generation, 1.0% from eligible hydroelectric sources, 40.2% from large hydroelectric generation and 32.1% from unspecified source. In total, 27.7% of IE's 2020 annual electricity sales to end use customers comes from CEC certified renewable sources. The methodology used in preparation of the 2020 PSD report is consistent with the CEC's filing guidelines.

The 32.1% purchase from unspecified sources was power purchased from the California energy market and its sources of generation cannot be specified.

Island Energy experienced a 15% increase in electricity sales for year 2020 when compared to average electricity sales over the last three years. The State drought conditions have greatly reduced hydroelectricity generation and inevitably increased market purchases from unspecified (spot market) sources. Therefore, the percentage of renewable energy of annual electricity sales is lower than that of previous years.

The 2020 Power Source Disclosure Report was submitted on May 27, 2021, to meet the reporting deadline of June 1, 2021. In addition, the CEC regulations authorize a public agency electric retail provider that offers only one electricity product to approve submission of an attestation of the veracity of the annual report, in lieu of a requirement to provide a verification from an auditor.

ATTACHMENTS: Resolution
2020 Annual Report of Power Source Disclosure Program

Report Prepared By: Vanessa Xie, Administrative Officer

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Approving the 2020 Annual Power Source )
Disclosure Report to the California Energy ) RESOLUTION NO. 21-
Commission )

WHEREAS, the Pittsburg Power Company ("PPC"), a Joint Powers Authority, provides electricity and natural gas retail service at Mare Island, Vallejo in the name of Island Energy ("IE"); and

WHEREAS, State law and regulations require all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers, and attest that electricity was sold only once to retail customers; and

WHEREAS, PPC, in compliance with the State law (Public Utilities Code 398.1(b)), is disclosing the sources of its energy procurement and sales to its end users on Mare Island, Vallejo; and

WHEREAS, the 2020 Power Source Disclosure Report (PSD Report) was submitted to the CEC on May 27, 2021, to meet the reporting deadline; and

WHEREAS, the CEC regulations authorize a public agency electric retail provider that offers only one electricity product to approve submission of an attestation of the veracity of the annual report, in lieu of a requirement to provide a report from an auditor.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby:

1. Approves the 2020 Power Source Disclosure Report and attests to the veracity of said report.

2. Attests that the energy procured by Island Energy was sold once and only once to end use customers on Mare Island, Vallejo.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 16th day of August 2021 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

# 2020 POWER SOURCE DISCLOSURE ANNUAL REPORT
# For the Year Ending December 31, 2020

**Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.**

## GENERAL INSTRUCTIONS

| RETAIL SUPPLIER NAME |
|---|
| PITTSBURG POWER COMPANY |

| ELECTRICITY PORTFOLIO NAME |
|---|
| **Retail Electric Service** |

| CONTACT INFORMATION | |
|---|---|
| NAME | **Vanessa Xie** |
| TITLE | **Administrative Officer** |
| MAILING ADDRESS | **995 Walnut Avenue** |
| CITY, STATE, ZIP | **Vallejo CA 94591** |
| PHONE | **925-354-9873** |
| EMAIL | vxie@ci.pittsburg.ca.us |
| WEBSITE URL FOR PCL POSTING | www.islandenergy.com |

**Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.**

**NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office.**

**If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 639-0573.**

# 2020 POWER SOURCE DISCLOSURE ANNUAL REPORT
## SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
### For the Year Ending December 31, 2020
### (Pittsburg Power Company)
### (Retail Electric Service)

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. **Fields in grey auto-populate as needed and should not be filled out.** For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "unspecified", "BPA," "Powerex,", or "Tacoma" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. **Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9.** Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

| | |
|---|---|
| Retail Sales (MWh) | 24,167 |
| Net Specified Procurement (MWh) | 16,415 |
| Unspecified Power (MWh) | 7,752 |
| Procurement to be adjusted | - |
| Net Specified Natural Gas | - |
| Net Specified Coal & Other Fossil Fuels | - |
| Net Specified Nuclear, Large Hydro, Renewables, and ACS Power | 16,415 |
| GHG Emissions (excludes grandfathered emissions) | 3,318 |
| GHG Emissions Intensity (in MT $CO_2e$/MWh) | 0.1373 |

**DIRECTLY DELIVERED RENEWABLES**

| Facility Name | Fuel Type | State or Province | WREGIS ID | RPS ID | N/A | EIA ID | Gross MWh Procured | MWh Resold | Net MWh Procured | Adjusted Net MWh Procured | GHG Emissions Factor (in MT CO2e/MWh) | GHG Emissions (in MT $CO_2e$) | N/A |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lewiston Powerplant-Lewiston | Eligible hydro | CA | W1108 | 61044 | | 977 | 5 | - | 5 | 5 | - | - | |
| Nimbus Powerplant-Nimbus Plant (2) | Eligible hydro | CA | W1161 | 61045 | | 444 | 212 | - | 212 | 212 | - | - | |
| Stampede Powerplant-Stampede (2) | Eligible hydro | CA | W1177 | 61046 | | 7066 | 29 | - | 29 | 29 | - | - | |
| Whitney Point Solar, LLC | Solar | CA | W5441 | 61186A | | 60975 | 6,450 | - | 6,450 | 6,450 | - | - | |
| | | | | | | | | | - | - | #N/A | | |
| | | | | | | | | | - | - | #N/A | | |
| | | | | | | | | | - | - | #N/A | | |
| | | | | | | | | | - | - | #N/A | | |
| | | | | | | | | | - | - | #N/A | | |
| | | | | | | | | | - | - | #N/A | | |
| | | | | | | | | | - | - | #N/A | | |

**FIRMED-AND-SHAPED IMPORTS**

| Facility Name | Fuel Type | State or Province | WREGIS ID | RPS ID | EIA ID of REC Source | EIA ID of Substitute Power | Gross MWh Procured | MWh Resold | Net MWh Procured | Adjusted Net MWh Procured | GHG Emissions Factor (in MT CO2e/MWh) | GHG Emissions (in MT $CO_2e$) | Eligible for Grandfathered Emissions? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | - | - | #N/A | | |
| | | | | | | | | | - | - | #N/A | | |
| | | | | | | | | | - | - | #N/A | | |
| | | | | | | | | | - | - | #N/A | | |
| | | | | | | | | | - | - | #N/A | | |

**SPECIFIED NON-RENEWABLE PROCUREMENTS**

| Facility Name | Fuel Type | State or Province | N/A | N/A | N/A | EIA ID | Gross MWh Procured | MWh Resold | Net MWh Procured | Adjusted Net MWh Procured | GHG Emissions Factor (in MT CO2e/MWh) | GHG Emissions (in MT $CO_2e$) | N/A |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Folsom Powerplant - Folsom Unit 1 | Large hydro | CA | | | | 441 | 225 | - | 225 | 225 | - | - | |
| Folsom Powerplant - Folsom Unit 2 | Large hydro | CA | | | | 441 | 310 | - | 310 | 310 | - | - | |
| Folsom Powerplant - Folsom Unit 3 | Large hydro | CA | | | | 441 | 268 | - | 268 | 268 | - | - | |
| Gianelli Powerplant - Gianelli (2) | Large hydro | CA | | | | 448 | 93 | - | 93 | 93 | - | - | |
| Gianelli Powerplant - Gianelli (6) | Large hydro | CA | | | | 448 | 161 | - | 161 | 161 | - | - | |
| J.F. Carr Powerplant - J.F. Carr Unit 1 | Large hydro | CA | | | | 442 | 619 | - | 619 | 619 | - | - | |
| J.F. Carr Powerplant - J.F. Carr Unit 2 | Large hydro | CA | | | | 442 | 449 | - | 449 | 449 | - | - | |
| Keswick Powerplant - Keswick Powerplant (3) | Large hydro | CA | | | | 443 | 755 | - | 755 | 755 | - | - | |
| New Melones Powerplant - New Melones Unit 1 | Large hydro | CA | | | | 6158 | 645 | - | 645 | 645 | - | - | |
| New Melones Powerplant - New Melones Unit 2 | Large hydro | CA | | | | 6158 | 396 | - | 396 | 396 | - | - | |
| O'Neill Powerplant - O'Neil (alt 3) | Large hydro | CA | | | | 446 | 4 | - | 4 | 4 | - | - | |
| O'Neill Powerplant - O'Neill (3) | Large hydro | CA | | | | 446 | 4 | - | 4 | 4 | - | - | |
| Shasta Powerplant - Shasta Unit 1 | Large hydro | CA | | | | 445 | 754 | - | 754 | 754 | - | - | |
| Shasta Powerplant - Shasta Unit 2 | Large hydro | CA | | | | 445 | 459 | - | 459 | 459 | - | - | |
| Shasta Powerplant - Shasta Unit 3 | Large hydro | CA | | | | 445 | 783 | - | 783 | 783 | - | - | |
| Shasta Powerplant - Shasta Unit 4 | Large hydro | CA | | | | 445 | 903 | - | 903 | 903 | - | - | |
| Shasta Powerplant - Shasta Unit 5 | Large hydro | CA | | | | 445 | 952 | - | 952 | 952 | - | - | |
| Spring Creek Powerplant - Spring Creek Unit 1 | Large hydro | CA | | | | 450 | 792 | - | 792 | 792 | - | - | |
| Spring Creek Powerplant - Spring Creek Unit 2 | Large hydro | CA | | | | 450 | 126 | - | 126 | 126 | - | - | |
| Trinity Powerplant - Trinity Unit 1 | Large hydro | CA | | | | 451 | 605 | - | 605 | 605 | - | - | |
| Trinity Powerplant - Trinity Unit 2 | Large hydro | CA | | | | 451 | 416 | - | 416 | 416 | - | - | |

| PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Facility Name | Fuel Type | N/A | N/A | N/A | N/A | EIA ID | Gross MWh Procured | MWh Resold | Net MWh Procured | Adjusted Net MWh Procured | GHG Emissions Factor (in MT CO2e/MWh) | GHG Emissions (in MT $CO_2e$) | N/A |
| | | | | | | | | | | - | #N/A | | |
| | | | | | | | | | | - | #N/A | | |
| | | | | | | | | | | - | #N/A | | |
| | | | | | | | | | | - | #N/A | | |

| END USES OTHER THAN RETAIL SALES | MWh |
|---|---|
| System Loss | 4,636.000 |
| Self Consumption | 394 |
| | |
| | |
| | |
| | |

# 2020 POWER SOURCE DISCLOSURE ANNUAL REPORT
## SCHEDULE 2: RETIRED UNBUNDLED RECS
## For the Year Ending December 31, 2020
## (PITTSBURG POWER COMPANY)
## (Retail Electric Service)

INSTRUCTIONS: Enter information about retired unbundled RECs associated with this electricity portfolio. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out.

| Total Retired Unbundled RECs | - |
|---|---|

| RETIRED UNBUNDLED RECS | | | | |
|---|---|---|---|---|
| Facility Name | Fuel Type | State or Province | RPS ID | Total Retired (in MWh) |
| | | | | |
| | | | | |
| | | | |

# 2020 POWER SOURCE DISCLOSURE ANNUAL REPORT
# SCHEDULE 3: POWER CONTENT LABEL DATA
# For the Year Ending December 31, 2020
# (PITTSBURG POWER COMPANY)
# (Retail Electric Service)

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

| | Adjusted Net Procured (MWh) | Percent of Total Retail Sales |
|---|---|---|
| Renewable Procurements | 6,696 | 27.7% |
| Biomass & Biowaste | - | 0.0% |
| Geothermal | - | 0.0% |
| Eligible Hydroelectric | 246 | 1.0% |
| Solar | 6,450 | 26.7% |
| Wind | - | 0.0% |
| Coal | - | 0.0% |
| Large Hydroelectric | 9,719 | 40.2% |
| Natural gas | - | 0.0% |
| Nuclear | - | 0.0% |
| Other | - | 0.0% |
| Unspecified Power | 7,752 | 32.1% |
| **Total** | **24,167** | **100.0%** |

| | |
|---|---|
| **Total Retail Sales (MWh)** | **24,167** |
| **GHG Emissions Intensity (converted to lbs $CO_2e$/MWh)** | **303** |
| **Percentage of Retail Sales Covered by Retired Unbundled RECs** | **0.0%** |

# POWER SOURCE DISCLOSURE ANNUAL REPORT ATTESTATION FORM
## for the year ending December 31, 2020
## (PITTSBURG POWER COMPANY)
## (Retail Electric Service)

I, (print name) _____**Vanessa Xie**_____,
(title) **_Administrative Officer , declare under penalty of perjury, that the statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as an authorized agent of** (print name of company) **_Pittsburg Power Company___, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.**

**Name: Vanessa Xie**

**Representing (Retail Supplier): Pittsburg Power Company**

**Signature:** Vanessa Xie

**Dated: 5/26/2021**

**Executed at: 995 Walnut Avenue, Vallejo CA 94591**

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Chair and Governing Board Members

**FROM:** Garrett Evans, Executive Director

**SUBJECT:** Adoption of a Pittsburg Power Company Resolution Attesting the Veracity of the 2020 Power Content Label to the California Energy Commission

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

The Power Source Disclosure (PSD) Program Regulations require that a publicly owned electricity retail supplier submit to the California Energy Commission (CEC) an attestation of the veracity of both the annual Power Source Disclosure Report and the Power Content Label (PCL) for the previous calendar year. For public agencies submitting board resolutions as attestation, in lieu of a requirement to provide a report from an auditor, the Board of Directors must attest to the Power Content Label in addition to the PSD report.

## FISCAL IMPACT

Attesting the 2020 Power Content Label has no fiscal impact to Island Energy's Enterprise Fund or the City of Pittsburg's General Fund.

## RECOMMENDATION

The Governing Board of the Pittsburg Power Company (PPC) approve the 2020 PCL, attests the information contained in the PCL is true and accurate, and the energy that PPC procured was sold once and only once to end use customers on Mare Island, Vallejo.

## BACKGROUND

The PSD Program Regulations provide that an electricity retail supplier that is a public agency providing electric services may have its governing board submit to the CEC an attestation of the veracity of the PCL for the previous calendar year, in lieu of providing a report prepared by an auditor.

## SUBCOMMITTEE FINDINGS

The Power Content Label has not been presented to the PPC Subcommittee.

## STAFF ANALYSIS

Derived from the 2020 Power Source Disclosure report, the 2020 PCL presents the same information as the 2020 PSD report. Both disclose resources or fuel types of power procured and sold to end use customers. The 2020 Power Content Label indicates that for calendar year 2020, 26.7% of PPC's annual electricity sales to end use customers comes from solar generation, 1% from eligible hydroelectricity, 40.2% from large hydroelectric generation, and 32.1% of 2020 annual electricity sales was purchased from open market and its sources of generation cannot be specified.

Due to Island Energy's electricity sales of year 2020 is 15% higher than the average sales of previous years, the percentage of renewable energy of annual electricity sales is lower than that of previous year. Also, the drought condition has greatly reduced hydroelectricity generation and inevitably increased market purchase from unspecified sources.

Staff proposes the Governing Board of PPC to approve and attest the 2020 Power Content Label.

ATTACHMENTS: Resolution
2020 Power Content Table for Pittsburg Power Company

Report Prepared By: Vanessa Xie, Administrative Officer

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

| | | |
|---|---|---|
| Attesting the Veracity of the 2020 Power Content Label to the California Energy Commission | ) ) ) | RESOLUTION NO. 21- |

WHEREAS, Pittsburg Power Company (PPC), a joint powers authority, provides retail electricity and natural gas services on Mare Island, Vallejo in the name of Island Energy (IE); and

WHEREAS, the Power Source Disclosure (PSD) Program Regulations require electricity retail suppliers to submit to the California Energy Commission (CEC) an auditor's report, unless the electricity retail supplier is a public agency, in which case the board of directors of the public agency may provide an attestation of the veracity the Power Content Label (PCL) for the previous calendar year.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby approve and attests the veracity of the 2020 Power Content Label.

PASSED AND ADOPTED by Governing Board of the Pittsburg Power Company at a regular meeting on the 16th day of August 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Chair

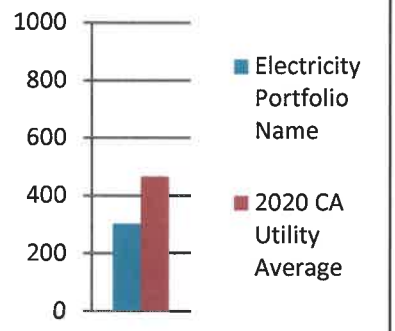
ATTEST:

_____
Garrett Evans, Executive Secretary

# 2020 POWER CONTENT LABEL
# PITTSBURG POWER COMPANY
# WWW.ISLANDENERGY.COM

## Greenhouse Gas Emissions Intensity (lbs $CO_2e$/MWh)

| Electricity Portfolio Name | 2020 CA Utility Average |
|---|---|
| **303** | **466** |




| Energy Resources | Electricity Portfolio Name | 2020 CA Power Mix |
|---|---|---|
| **Eligible Renewable**[1] | **0.0%** | **33.1%** |
| Biomass & Biowaste | 0.0% | 2.5% |
| Geothermal | 0.0% | 4.9% |
| Eligible Hydroelectric | 1.0% | 1.4% |
| Solar | 26.7% | 13.2% |
| Wind | 0.0% | 11.1% |
| **Coal** | **0.0%** | **2.7%** |
| **Large Hydroelectric** | **40.2%** | **12.2%** |
| **Natural Gas** | **0.0%** | **37.1%** |
| **Nuclear** | **0.0%** | **9.3%** |
| **Other** | **0.0%** | **0.2%** |
| **Unspecified Power**[2] | **32.1%** | **5.4%** |
| **TOTAL** | **100.0%** | **100.0%** |

| | |
|---|---|
| **Percentage of Retail Sales Covered by Retired Unbundled RECs**[3]**:** | **0%** |

[1]The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.

[2]Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.

[3]Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.

| | |
|---|---|
| For specific information about this electricity portfolio, contact: | **ISLAND ENERGY**<br>**707-562-5000** |
| For general information about the Power Content Label, visit: | http://www.energy.ca.gov/pcl/ |
| For additional questions, please contact the California Energy Commission at: | Toll-free in California: 844-454-2906<br>Outside California: 916-653-0237 |

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Chair and Governing Board Members

**FROM:** Garrett Evans, Executive Director

**SUBJECT:** Adoption of a Successor Agency Resolution Approving a Purchase and Sale Agreement for 300 Cumberland Street

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

The Successor Agency to the Redevelopment Agency of the City of Pittsburg (Successor Agency) owns that certain real property located at 300 Cumberland Street, also known as County Assessor's Parcel Number 085-108-010 (Property). EJ Phair Brewing Company, a California corporation (Buyer) is the current tenant at the Property and operator of EJ Phair Brewing Company. The Successor Agency and Buyer propose to enter into a Purchase and Sale Agreement (PSA) for the sale and purchase of the Property.

## FISCAL IMPACT

The Successor Agency proposes to sell to the Buyer and the Buyer proposes to purchase from the Successor Agency the Property for the amount of $710,000 payable at the close of escrow.

Included in the PSA is the repayment by Buyer to Seller of $72,955.24 (Repayment Amount), payable over 36 months, with interest at 3% per annum, with the first 6 months payment at $0 and the remaining payments for 30 months at $2,500 per month. The Repayment Amount will pay off amounts owed by Buyer to Seller consisting of an outstanding loan balance of $5,147.78 and delinquent rent in the amount of $67,807.46.

## RECOMMENDATION

Successor Agency adopt the Resolution approving the PSA.

## BACKGROUND

On November 27, 2006, by Agency Resolution 06-1166, the former Redevelopment Agency of the City of Pittsburg (Agency) approved the Building Lease Agreement by and between the Redevelopment Agency of the City of Pittsburg and EJ Phair Brewing Company, dated December 1, 2006, which was later amended on June 4, 2007 by Agency Resolution 07-

1200, on November 3, 2008 by Agency Resolution 08-1325, and then amended and restated on December 21, 2009 by Agency Resolution 09-1400.

The Third Amended and Restated Lease Agreement approved by Agency Resolution 09-1400 included a tenant improvement loan by the Agency to Buyer in the original principal amount of $315,505.22. The current outstanding balance of the tenant improvement loan is $5,147.78.

The Buyer was approximately three months behind on rent as staff was preparing to send out a Notice of Default for non-payment of rent. The COVID-19 pandemic further exacerbated the financial situation as the Buyer was forced to close the bar and restaurant operation for approximately fifteen months, during which time Buyer accrued a substantial delinquent rent obligation. Seller and Buyer have agreed to settle the outstanding delinquent rent obligation by having Buyer commit to pay Seller the amount of $67,807.46 over time with interest as provided in the PSA. Buyer's obligation to repay the delinquent rent amount, together with the outstanding balance of the tenant improvement loan (the combined sum of which is $72,955.24) will be memorialized in a promissory note, repayment of which will be secured by a second position deed of trust to be recorded against the Property at closing.

Pursuant to Section 18.26 of the Lease Agreement, Buyer has a contractual right to purchase the Property, which predates the AB 1486 (2019 statute) amendments to the Surplus Land Act (Government Code section 54220 et seq.), requiring local agencies to make surplus property available for sale to certain preferred purchasers, including affordable housing sponsors, prior to selling property to a third-party purchaser for non-affordable housing purposes. Buyer's contractual right to purchase the property is protected by the constitutional "contract clause" set forth in Article I, Section 9 of the California Constitution.

## SUBCOMMITTEE FINDINGS

The sale and purchase of the Property and the repayment of the outstanding loan amount and delinquent rent were not discussed in a subcommittee.

## STAFF ANALYSIS

To determine the fair market value of the Property, the Buyer submitted an appraisal, dated December 21, 2020, which determined the fair market value of the Property to be $710,000. The Buyer has submitted an offer to the Successor Agency for the full appraised fair market value. The Successor Agency will receive $710,000 in sales proceeds at the close of escrow.

Pursuant to the PSA, the Buyer is required to repay Seller the $72,955.24 Repayment Amount over 36 months, with interest at the rate of 3% per annum, with the first 6 months payment at $0 per month and the remaining 30 months at $2,500 per month. The Repayment Amount will pay off the outstanding tenant improvement loan balance of $5,147.78 and delinquent rent in the amount of $67,807.46. A Deed of Trust will be recorded against the Property in second lien position. Buyer's purchase money loan amount will be secured by a first position deed of trust on the Property and shall not exceed seventy percent (70%) of the Purchase Price or Four Hundred Ninety Seven Thousand Dollars ($497,000), and that any purchase money loan in excess of that amount would have to be secured by a third position deed of trust that is behind and subordinate to the City's second deed of trust. If Buyer's fails to make one or more payments on the Repayment Amount,

City staff, following notice and expiration of applicable cure periods, would commence a foreclosure process under the second deed of trust.

If the Resolution is approved by the Successor Agency, a resolution approving the PSA will be presented to the Countywide Oversight Board on September 27, 2021 for consideration. Staff will notify the State Department of Housing and Community Development as required by the Surplus Land Act guidelines. If approved by the Countywide Oversight Board, the action will be submitted to the California Department of Finance (DOF) for review and consideration. If approved or deemed approved by the DOF, staff will pursue closing of the sale and repayment of the tenant improvement loan balance and delinquent rent.

Following the close of escrow and the completion of the transaction, the Successor Agency will transfer the net proceeds of sale to the County Auditor Controller for distribution to taxing entities as contemplated by the Successor Agency's long range property management plan and the Redevelopment Dissolution Law (AB x1-26).

ATTACHMENTS: Resolution
Purchase and Sale Agreement

Report Prepared By: Maria M. Aliotti, Deputy City Manager

BEFORE THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGNECY OF THE CITY OF PITTSBURG

In the Matter of:

Approving a Purchase and Sale Agreement )
For 300 Cumberland Street and a ) RESOLUTION NO. 21-
Repayment Agreement )

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Pittsburg (Successor Agency) owns that certain real property located at 300 Cumberland Street, also known as County Assessor's Parcel Number 085-108-010 (Property); and

WHEREAS, on November 27, 2006, by Agency Resolution 06-1166, the former Redevelopment Agency of the City of Pittsburg (Agency) approved a Building Lease Agreement with respect to the Property by and between the Agency, as landlord, and EJ Phair Brewing Company, as tenant, dated December 1, 2006, which was later amended on June 4, 2007 by Agency Resolution 07-1200, on November 3, 2008 by Agency Resolution 08-1325, and then amended and restated on December 21, 2009 by Agency Resolution 09-1400; and

WHEREAS, the Third Amended and Restated Lease Agreement approved by Agency Resolution 09-1400 included a tenant improvement loan by the former Agency to EJ Phair Brewing Company in the original principal amount of $315,505.22, the current outstanding balance of which is $5,147.78; and

WHEREAS, as a result of the COVID-19 pandemic, EJ Phair Brewing Company was forced to close the restaurant and bar operation for approximately fifteen months during which time Buyer accrued a substantial delinquent rent obligation; and

WHEREAS, pursuant to Section 18.26 of the Third Amended and Restated Lease Agreement, EJ Phair Brewing Company (Buyer) has a contractual option to purchase the Property, which predates the AB 1486 (2019 statute) amendments to the State Surplus Land Act (Government Code section 54220 et seq.), requiring local agencies to make surplus property available for sale to certain preferred purchasers, including affordable housing sponsors, prior to selling property to a third-party purchaser for non-affordable housing purposes; and

WHEREAS, Buyer has exercised its option to purchase the Property for its current fair market value; and

WHEREAS, Buyer and Successor Agency have agreed upon a fair market value purchase price for the Property and the terms under which Buyer will repay Successor Agency the amount of $72,955.24, representing the sum of the outstanding balance of the tenant improvement loan and a portion of the delinquent rent obligation over the next 36 months, with interest, and

WHEREAS, the Successor Agency and Buyer propose to enter into a Purchase and Sale Agreement (PSA) in the form attached to the staff report providing, among other

things, for (i) Successor Agency's sale of the Property to Buyer for a full fair market value purchase price of $710,000 and (ii) Buyer's execution and delivery of a promissory note in favor of Successor Agency in the amount of $72,955.24 which promissory note will be secured by a second position deed of trust to be recorded against the Property at close of escrow.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Successor Agency to the Redevelopment Agency of the City of Pittsburg hereby:

1) Finds that Buyer's contractual right to purchase the Property, which predates the State's enactment of the AB 1486 amendments to the State Surplus Land Act is protected by the constitutional "contract clause" set forth in Article I, Section 9 of the California Constitution.

2) Approves the PSA between the Successor Agency and the Buyer for the sale of the Property to Buyer for $710,000 to be paid in full at the close of escrow and directs the City Manager or his designee to execute the PSA in the form attached to the staff report, subject to such minor technical changes or corrections as may be approved by the City Attorney.

3) Approves the Buyer's tenant improvement loan and delinquent rent repayment obligations detailed in the promissory note secured by second deed of trust attached as an exhibit to the PSA whereby the Buyer is required to repay $72,955.24 with 3% interest per annum over 36 months, with the first 6 months payment at $0 per month and the remaining 30 months at $2,500 per month.

4) Directs staff to (i) present the PSA to the Countywide Oversight Board for consideration of approval; (ii) following Oversight Board approval, present the PSA to the California Department of Finance (DOF) for review and consideration; and (iii) send a copy of this Resolution to the State Department of Housing and Community Development (HCD) as required by the Surplus Land Act guidelines

5) Subject to review and confirmation by the Oversight Board and DOF, and notification to HCD as provided in paragraph 4 above, directs staff to execute and deliver all documents, including a grant deed and second deed of trust, and take all actions necessary to consummate the purchase and sale and repayment transactions per the terms of the PSA.

6) Directs staff to deliver the net proceeds of sale to the County Auditor Controller for distribution to taxing entities as contemplated by the Successor Agency's long range property management plan and the Redevelopment Dissolution Law (AB x1-26).

7) Directs staff to pursue foreclosure of the Successor Agency's second deed of trust if, following notice and expiration of applicable cure periods, Buyer defaults on its obligations to repay Successor Agency the repayment amounts as evidenced by the promissory note secured by second deed of trust.

PASSED AND ADOPTED by the Governing Board of Successor Agency of the Redevelopment Agency of the City of Pittsburg at a regular meeting on the 16th day of August 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Alice E. Evenson, Agency Secretary

# PURCHASE AND SALE AGREEMENT
# AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is entered into as of the Effective Date (as defined in Section 1.2 below), by and between the Successor Agency for the Redevelopment Agency of the City of Pittsburg, a public agency ("**Seller**") and EJ Phair Brewing Company, a California corporation ("**Buyer**"). Seller and Buyer are each individually referred to herein as a "**Party**" and collectively as the "**Parties**."

## RECITALS

A. Seller is the owner of certain real property located at 300 Cumberland Street, known as APN No. 085-108-010, in the City of Pittsburg ("**Property**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. On November 27, 2006, by Agency Resolution 06-1166, the former Redevelopment Agency of the City of Pittsburg ("**Agency**") approved a Building Lease Agreement with respect to the Property by and between the Agency, as landlord, and the Buyer, as tenant, dated December 1, 2006, which was later amended on June 4, 2007 by Agency Resolution 07-1200, on November 3, 2008 by Agency Resolution 08-1325, and then amended and restated on December 21, 2009 by Agency Resolution 09-1400.

C. The Third Amended and Restated Lease Agreement approved by Agency Resolution 09-1400 (the "**Lease**") included a tenant improvement loan by the Agency to Buyer in the original principal amount of Three Hundred Fifteen Thousand, Five Hundred Five and 22/100ths Dollars ($315,505.22), the current balance of which is Five Thousand, One Hundred Forty-Seven and 78/100ths Dollars ($5,147.78).

D. As of March 2020, Buyer became approximately three (3) months behind in Rent payments under the Lease, and Seller was preparing a notice of default to send to Buyer. Then, as a result of the COVID-19 pandemic, Buyer was forced to close the restaurant and bar operations for approximately fifteen (15) months during which time Buyer accrued a substantial delinquent rent obligation. Seller and Buyer have agreed to settle the outstanding delinquent rent obligation by having Buyer commit to pay Seller the amount of $67,807.46 and the current balance of the tenant improvement loan of $5,147.78 (for a combined sum of Seventy-Two Thousand, Nine Hundred Fifty-Five and 24/100ths Dollars ($72,955.24)) over a period of thirty-six (36) months, as provided in this Agreement.

E. Pursuant to the Lease, Buyer has been in continuous and exclusive possession of the Property for over fourteen (14) years, and Buyer is thereby familiar with the condition and operation of the Property and all of the Property's attributes, components, facilities and equipment.

F. Pursuant to Section 18.26 of the Lease, Buyer has a contractual right to purchase the Property, which predates the AB 1486 (2019 statute) amendments to the Surplus Lands Act (Government Code section 54220 et seq.) requiring local agencies to make surplus property available for sale to certain preferred purchasers, including affordable housing sponsors, prior to selling property to a third party purchaser for non-affordable housing purposes, and Buyer's contractual right to purchase the property is protected by the constitutional "contract clause" set forth in Article I, Section 9 of the California Constitution.

F. Buyer has exercised its contractual right to purchase the Property for its current fair market value, and the Parties agree that the fair market value of the Property, pursuant to the appraisal of the Property by Krauss Appraisal, is Seven Hundred Ten Thousand Dollars ($710,000).

G. Buyer agrees to purchase the Property, and Seller agrees to sell the Property to Buyer, subject to the terms and conditions of this Agreement.

H. This Agreement is subject to approval by the Countywide Oversight Board ("**C-OB"**) and by the California Department of Finance ("**DOF"**). The Seller will notify the State Department of Housing and Community Development ("**HCD**") as required by the Surplus Lands Act Guidelines.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Seller and Buyer hereby agree as follows:

## AGREEMENTS

1. EFFECTIVE DATE; INCORPORATION OF RECITALS AND EXHIBITS.

1.1 Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

1.2 Effective Date. The effective date of this Agreement shall be the date that this Agreement is approved, or deemed approved, by DOF (the "**Effective Date**"). This Agreement shall automatically terminate on November 16, 2021 if not approved or deemed approved by DOF by such date, and thereafter neither Party shall have any further rights or obligations hereunder, other than those obligations which by their terms survive expiration or termination of this Agreement.

2. PURCHASE AND SALE.

2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Seller agrees to sell the Property to Buyer, and Buyer hereby agrees to acquire the Property from Seller.

2.2 Purchase Price. The purchase price for the Property to be paid by Buyer to Seller is Seven Hundred Ten Thousand Dollars ($710,000) (the "**Purchase Price**"). The Purchase Price will be paid in immediately available funds to Seller through Escrow on the Closing Date (defined below).

2.3 Maintenance Expenses. Buyer hereby agrees to reimburse Seller on the Closing Date for costs to maintain the property (the "**Maintenance Expenses**") from the Effective Date through the Closing Date in an amount not to exceed Five Hundred Dollars ($500.00) per month. Maintenance Expenses include, but are not limited to, costs to fence the property, weed abatement, and graffiti removal.

2.4 Repayment of Tenant Improvement Loan and a Portion of the Delinquent Rent under the Lease. Buyer shall repay the Seller Seventy-Two Thousand, Nine Hundred Fifty-Five and 24/100ths Dollars ($72,955.24) ("**Repayment Amount**"), representing the sum of the outstanding tenant improvement loan ($5,147.78) and an agreed-upon portion of the delinquent rent under the Lease ($67,807.46), over 36 months, with interest at the rate of three percent (3%) per annum, with the first 6 months payment at $0 per month and the remaining 30 months at $2,500 per month. Buyer's obligation to repay the Repayment Amount shall be memorialized in a promissory note in a form substantially as set forth in Exhibit B attached thereto and incorporated by this reference ("**Promissory Note**"). Repayment of the Promissory Note shall be secured by a second position deed of trust for the benefit of Seller to be recorded against the Property at Closing in a form substantially as set forth in Exhibit C attached hereto and incorporated by this reference ("**Deed of Trust**"). Buyer agrees that Buyer's purchase money loan amount that will be secured by a first position deed of trust on the Property shall not exceed seventy percent (70%) of the Purchase Price or Four Hundred Ninety Seven Thousand Dollars ($497,000) and that any purchase money loan in excess of that amount would have to be secured by a third position deed of trust that is behind and subordinate to the City's second deed of trust. Buyer further agrees that if Buyer's fails to make one or more payments on the Repayment Amount, City, following notice and expiration of applicable cure periods, may commence a foreclosure process under the Deed of Trust.

3. ESCROW.

3.1 Escrow Account. Seller has opened or will open an escrow account (the "**Escrow**") maintained by Old Republic Title Company, 1000 Burnett Avenue, Suite 400, Concord, CA 94520, Attn: Sean Hamilton (the "**Escrow Holder**"). Escrow Holder shall perform all escrow and title services in connection with this Agreement.

3.2 Opening of Escrow. Within three (3) business days after the Effective Date, the Parties will deposit into Escrow the fully executed Agreement, or executed counterparts thereto. The date such fully executed Agreement is received by Escrow Holder will be deemed the "**Opening of Escrow**" and Escrow Holder will give written notice to the Parties of such occurrence.

3.3 Buyer's Deposit. Within two (2) business days after the Opening of Escrow, the Buyer shall deposit Thirty-Five Thousand Dollars ($35,000) in Escrow ("**Deposit**").

3.4 Satisfaction of Due Diligence Contingency. Buyer shall have the right, in his sole discretion, to terminate this Agreement for any reason prior to the expiration of the Due Diligence Contingency Period (as defined in Section 5(a) below) and receive a refund of the Deposit. Buyer hereby agrees to provide written notice to Seller prior to the expiration of the Due Diligence Contingency Period if Buyer disapproves of any due diligence items or approves all due diligence items ("**Approval Notice**"). If Buyer disapproves of any items through the delivery of the Approval Notice to Seller before 5:00 p.m. on the last day of the Due Diligence Contingency Period, this Agreement shall terminate, and the Deposit (less the Independent Consideration), shall be returned to Buyer, and neither Party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof. If Buyer fails to timely deliver the Approval Notice to Seller, it will be conclusively presumed that Buyer has approved all due diligence items, matters and documents, in which case the Deposit will become non-refundable. Thereafter, in the event that Buyer fails to complete the sale by the Closing Date, this Agreement shall terminate and the Deposit shall be released to the Seller as liquidated damages pursuant to Section 7 below.

3.5 Independent Consideration. As independent consideration for Seller's entering into this Agreement to sell the Property to Buyer, Buyer shall deliver the sum of One Hundred Dollars ($100.00) to Seller through Escrow ("**Independent Consideration**"). In the event that Buyer terminates this Agreement in accordance with Section 3.4 above, Seller shall retain the Independent Consideration; in the event that Buyer does not terminate this Agreement as aforesaid, the Independent Consideration shall be applied to the Purchase Price at Closing.

4. PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. Seller shall cause Escrow Holder to deliver a Preliminary Title Report for the Property (the "**Preliminary Report**") to Buyer within three (3) business days after the Opening of Escrow. Pursuant to Section 5.2(a)(ii), Buyer shall have until the Title Approval Date (as defined below) to give Seller and Escrow Holder ("Buyer's Title Notice (as defined below) of Buyer's disapproval or conditional approval of any matters shown in the Preliminary Report. Buyer agrees that at the Close of Escrow, title to the Property shall be conveyed to Buyer by Seller subject only to the following matters (collectively the "**Approved Conditions of Title**"):

(a) a lien to secure payment of real estate taxes and assessments, not delinquent;

(b) the lien of supplemental taxes;

(c) all matters affecting title to the Property created by or with the written consent of Buyer or which are waived or deemed approved by Buyer;

(d) all matters which would be disclosed by an inspection or survey of the Real Property; and

(e) all exceptions which are disclosed by the Preliminary Report, and which are approved by Buyer in accordance with this Agreement.

It is acknowledged and agreed by Seller and Buyer that the listing of the foregoing matters in this Section 4.1 shall be subject to Buyer's approval pursuant to Section 5.2(a)(ii).

4.2. Title Policy. As a condition to the Close of Escrow, title shall be evidenced by the willingness of the Title Company to issue its CLTA Owner's Policy of Title Insurance with extended coverage, if available and requested by Buyer, inclusive of any endorsements requested or required by Buyer or its lender ("**Title Policy**"), in the amount of the Purchase Price showing title to the Property vested in Buyer upon conveyance of the Grant Deed subject to the Approved Conditions of Title (it being acknowledged and agreed by Buyer that it has elected to obtain the Title Policy at the Close of Escrow) and such other exceptions to title as may be set forth in the Preliminary Report and not objected to by Buyer.

4.3 Environmental and Natural Hazards Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Seller to provide certain disclosures regarding natural hazards affecting the Property. Seller agrees to make all necessary disclosures required by law.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing (the "**Closing**" or "**Close of Escrow**") will occur within forty-five (45) days after the Effective Date ("**Closing Date**"). In the event the Closing has not occurred within forty-five (45) days after the Effective Date due to a delay beyond the Buyer's control, then Close of Escrow may be extended up to an additional thirty (30) days (the "**Extension Period**") upon the request of Buyer and at the sole discretion of the Executive Director of the Seller. If the Closing Date is extended for the thirty (30) day Extension Period, then such extended closing date shall become the "Closing Date". If the Close of Escrow has not occurred by the end of the

Extension Period, the non-defaulting Party may elect to terminate this Agreement and/or pursue any other remedy set forth in this Agreement.

5.2 Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or Buyer's written waiver thereof (in Buyer's sole discretion) on or before the Closing Date:

(a) Buyer will have thirty (30) days from the Effective Date (the "**Due Diligence Contingency Period"**) to complete physical inspections of the Property and due diligence related to the purchase of the Property.

(i) Seller shall provide to Buyer copies of all reasonably available and known documents relating to the ownership and operation of the Property, including but not limited to plans, permits and reports (environmental, structural, mechanical, engineering and land surveys) that Seller has in its possession (collectively, "**Property Documents**") not later than three (3) business days following the execution and delivery of this Agreement. Buyer shall have until the end of the Due Diligence Contingency Period to satisfy itself as to the review and approval of the Property Documents and the condition and suitability of the Property. Nothing in this Section 5.2 (a) shall in any manner be construed as any representation, assurance or warranty of any kind by Seller.

(ii) Buyer shall have until the date ("**Title Approval Date**") which is four (4) days following the receipt of the Preliminary Report to give Seller and Escrow Holder written notice ("**Buyer's Title Notice**") of Buyer's disapproval or conditional approval of any matters shown in the Preliminary Report. The failure of Buyer to give Buyer's Title Notice on or before the Title Approval Date shall be deemed to constitute Buyer's approval of the condition of title to the Property unless Buyer shall have previously terminated this Agreement. If Buyer disapproves or conditionally approves any matter of title shown in the Preliminary Report, then on or before the expiration of four (4) days from the date of Seller's receipt of Buyer's Title Notice, Seller may elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. Seller shall give Buyer written notice ("**Seller's Title Notice**") not later four (4) days after Seller's receipt of Buyer's Title Notice of those disapproved or conditionally approved title matters, if any, which Seller agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Closing Date. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller's Title Notice, or if Seller is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall elect by written notice to Seller and Escrow Holder on or before the date which is two (2) days after Buyer's receipt of Seller's Title Notice, to: (1) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (2) terminate this Agreement and the Escrow created pursuant hereto, in which event, Escrow Holder shall disburse the Deposit together to Buyer.

(iii) Since Buyer has access to the Property, all physical inspections may be coordinated without Seller's representative; however, any environmental investigation of the Property beyond a "Phase 1 Site Assessment" must first be approved in writing by Seller, which approval shall not be unreasonably withheld or delayed. If Buyer receives a draft Phase I environmental Site Assessment that recommends additional environmental testing, Buyer shall provide Seller an opportunity to review the draft Phase I and discuss the basis of the recommendation for additional testing with the Buyer and its environmental consultant before the draft is finalized. The plans for any physical penetration of the surface or subsurface of the Property must first be delivered to and approved by Seller, which approval shall not be unreasonably withheld or delayed. Buyer shall restore the Property as near as reasonably possible to its condition prior to any intrusive or invasive tests and/or inspections. Prior to any entry on the Property by Buyer or any of its agents, employees, consultants or contractors, Buyer shall secure and maintain the following insurance policies: (a) a comprehensive commercial general liability and property damage policy in an amount of not less than Two Million Dollars ($2,000,000) per occurrence, that will cover the activities of Buyer and its agents, employees, consultants and contractors on the Property and shall deliver to Seller an additional insured endorsement naming Seller an additional insured thereunder, and (b) workers' compensation and employer's liability insurance in accordance with the provisions of California law. On request by Seller, Buyer shall provide a certificate of insurance to Seller evidencing the insurance required herein.

(iv) Buyer shall indemnify, defend (with counsel reasonably satisfactory to Seller) and hold Seller harmless from and against any and all loss, expense, claim, damage, liability and injury to person or property resulting from the acts of Buyer, Buyer's employees, agents, contractors and/or subcontractors on the Property in connection with the performance of any investigation or other activities upon the Property as contemplated herein. The foregoing indemnity, defense and hold harmless obligations do not apply to (a) any loss, liability cost, claim, damage, injury or expense to the extent arising from the negligent acts or omissions of Seller, (b) any diminution in value in the Property arising from or relating to matters discovered by Buyer during its investigation of the Property, (c) any latent defects in the Property discovered by Buyer, and (d) the release or spread of any Hazardous Materials (as defined in Section 6.1(e) herein) that are discovered (but not deposited) on or under the Property by Buyer unless caused by the negligence or willful misconduct of Buyer or its agents or contractors. The indemnification and defense obligations of Buyer in this Section 5.2(a)(iv) shall survive the termination of this Agreement.

(v) If Buyer does not acquire the Property for any reason whatsoever, Buyer shall deliver to Seller (i) all reports, documents and other materials, and (ii) all soils, engineering and other reports, plans, studies, documents and information pertaining to the Property that Buyer has prepared or caused to be prepared ("**Work Product**") (provided that "Work Product" shall be deemed to exclude internal documents of Buyer, any confidential or privileged information, or financial analyses. Buyer makes no representation or warranty, express or implied, as to the accuracy or

completeness of the Work Product, and Seller hereby releases Buyer from all Claims arising from Seller's use of the Work Product.

(b) Seller has performed all obligations to be performed by Seller pursuant to this Agreement.

(c) Seller's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(d) The Title Company is irrevocably committed to issue a CLTA Title Policy to Buyer, effective as of the Closing Date, insuring title to Buyer in the full amount of the Purchase Price subject only to the Permitted Exceptions.

5.3 Seller's Conditions to Closing. The Close of Escrow and Seller's obligation to sell and convey the Property to Buyer are subject to the satisfaction of the following conditions or Seller's written waiver (in Seller's sole discretion) of such conditions on or before the Closing Date:

(a) Buyer has performed all obligations to be performed by Buyer pursuant to this Agreement before Closing Date.

(b) Buyer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

5.4 Conveyance of Title. Seller will deliver fee simple title to Buyer at the Closing, subject only to the Permitted Exceptions.

5.5 Deliveries at Closing.

(a) Deliveries by Seller. No less than one (1) business day prior to the Closing Date, Seller shall deposit into the Escrow for delivery to Buyer at Closing: (i) a grant deed; (ii) an affidavit or qualifying statement which satisfies the requirements of paragraph 1445 of the Internal Revenue Code of 1986, as amended, any regulations thereunder (the "**Non-Foreign Affidavit**"); (iii) a California Franchise Tax Board form 590 to satisfy the requirements of California Revenue and Taxation Code Section 18805(b) and 26131; and (iv) a statement of the actual costs of Maintenance Expenses.

(b) Deliveries by Buyer. No less than one (1) business day prior to the Closing Date, Buyer shall deposit into Escrow immediately available funds in the amount, which together with the Deposit, is equal to: (i) the Purchase Price as adjusted by any prorations between the Parties; (ii) the escrow fees and recording fees; (iii) the cost of the Title Policy; (iv) payment of the Maintenance Expenses due to Seller; and (v) any other closing costs to be paid by Buyer.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the grant deed; (ii) disburse to Seller the Purchase Price, less Seller's share of any escrow

fees, costs and expenses; (iii) deliver to Buyer the Non-Foreign Affidavit, the California Certificate (Form 590) and the original recorded grant deed; (iv) pay any commissions and other expenses payable through Escrow; and (v) distribute to itself the payment of escrow fees and expenses required hereunder.

(d) Closing Costs. Buyer will pay all escrow fees (including the costs of preparing documents and instruments), and recording fees. Buyer will pay title insurance and title report costs and Seller will pay all governmental conveyance fees and all transfer taxes. All other costs and fees shall be paid in accordance with custom and practice in Contra Costa County.

(e) Pro-Rations. At the Close of Escrow, the Escrow Agent shall make the following prorations: (i) possessory interest taxes shall be paid in full by Buyer and shall not be prorated, and (ii) any bond or assessment that constitutes a lien on the Property at the Close of Escrow will be assumed by Buyer. Seller does not pay property taxes and therefore property taxes shall not be prorated.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer that the statements below in this Section 6.1 are each true and correct as of the Effective Date and as of the Closing Date.

(a) Seller is a public agency, lawfully formed, in existence and in good standing under the laws of the State of California. Seller has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Seller, and upon delivery to and execution by Buyer is a valid and binding agreement of Seller.

(b) Seller has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, and to Seller's actual knowledge (y) there are no agreements affecting the right to possession of the Property other than the Lease, the Property Documents and/or any other instrument or document that is part of the Permitted Exceptions and (z) there are no maintenance, service or other agreements (other than the Lease) affecting or relating to the Property that cannot be terminated or cancelled by giving not more than thirty (30) days' notice.

(c) Neither Seller nor any entity or person that owns or controls Seller is bankrupt or insolvent under any applicable Federal or state standard, has filed for protection or relief under any applicable bankruptcy or creditor protection statute, or has been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Agreement intending to defraud any creditor or to prefer the rights of

one creditor to any other. Seller and Buyer have negotiated this Agreement at arm's length and the consideration paid represents fair value for the assets being transferred.

(d) Seller is not a "foreign person" within the meaning of 26 U.S.C.A. §1445(f)(3) and Seller is not, nor is any person who owns a controlling interest in or otherwise controls Seller, (a) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control ("**OFAC**"), Department of the Treasury, and/or on any other similar list maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "**OFAC Laws and Regulations**"); or (b) a person either (i) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (ii) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "**Executive Orders**"). Neither Seller nor any of its principals or affiliates is (x) a person or entity with which Buyer is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Orders, or (y) is affiliated or associated with a person or entity listed in the preceding clause (x). To the actual knowledge of Seller, neither Seller nor any of its principals or affiliates, nor any brokers or other agents acting in any capacity in connection with the transactions contemplated herein (I) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Orders or (II) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein, "**Anti-Terrorism Law**" means the OFAC Laws and Regulations, the Executive Orders and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001), as amended.

(e) Except as may be disclosed in the Property Documents, neither Seller nor, to Seller's actual knowledge, any third party, has used, generated, transported, discharged, released, manufactured, stored, or disposed any Hazardous Material from, into, at, on, under, or about the Property. Additionally, Seller has not received any written notice that the Property has been or is in violation of any Environmental Law.

The term "**Hazardous Material**" as used herein shall mean any hazardous or toxic substances, materials, chemicals, or wastes in any form and in any concentration that is or becomes, prior to the close of escrow, regulated by the United States or any state or local government authority having jurisdiction over the Property (including any present order or agreement imposing liability or standards concerning any such substances, materials, chemicals, or wastes and any future such order or agreement that becomes effective prior to the close of escrow), and includes without limitation: any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675); any "hazardous waste," as that term is defined in the Resource

Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k); petroleum products; volatile organic compounds; radioactive materials; asbestos and lead paint, in any form or condition; and substances or compounds containing PCBs. The term "**Environmental Law**" as used herein shall mean any federal, state, or local law, ordinance or regulation, or any order, demand or guidance document of any governmental agency, relating to Hazardous Materials.

As used herein, Seller's "actual knowledge" shall encompass only the actual knowledge of_____ [***Name of City staff person most knowledgeable about site conditions to be inserted]***, without such persons having any duty of inquiry or investigation as to such matters, without any knowledge being imputed to such persons and without such persons having any personal liability whatsoever under this Agreement. Anything to the contrary notwithstanding, the foregoing representations and warranties in this Section 6.1 and Seller's representation in Section 8 hereof are the only representations and/or warranties of any kind made under this Agreement or otherwise in connection with the sale of the Property and such representations and warranties contained in this Section 6.1 shall be deemed to survive the Closing of Escrow and the delivery of the Grant Deed for a period not to exceed 365 days after the Closing Date ("**Limitation Period**") and no action, proceeding, suit or claim of any kind may be commenced or asserted by virtue of any of the representations or warranties contained in this Section 6.1 after the Limitation Period has expired. No claim for breach of a representation or warranty by Seller shall be actionable or payable by Seller if the breach in question results from or is based on a condition, state of facts or other matter which was actually known to Buyer prior to the Close of Escrow. If Buyer has knowledge of the incorrectness of any representation or warranty by Seller and fails to so notify Seller prior to the Close of Escrow, then such representation or warranty shall be deemed to be stricken from this Agreement and shall be of no further force or effect.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement are conditions precedent to Buyer's obligation to proceed with the Closing hereunder.

6.2 Buyer's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Buyer contained in other sections of this Agreement, Buyer hereby represents, warrants and covenants to Seller that the statements below in this Section 6.2 are each true as of the Effective Date and as of the Closing Date.

(a) Buyer is a California corporation. Buyer has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Buyer.

(b) Buyer and any entity or person that owns or controls Buyer are not bankrupt or insolvent under any applicable federal or state standard, have not filed for protection or relief under any applicable bankruptcy or creditor protection statute and have not been threatened by creditors with an involuntary application of any

applicable bankruptcy or creditor protection statute. Buyer is not entering into the transactions described in this Agreement intending to defraud any creditor or to prefer the rights of one creditor to any other. Buyer and Seller have negotiated this Agreement at arm's-length and the consideration paid represents fair value for the assets to be transferred.

(c) Buyer has or will inspect, review and become familiar with all matters that it believes pertinent to its ownership, operation and maintenance of the Property. Buyer has or will make such independent investigations, inspections, analyses and research as Buyer has deemed necessary or appropriate (or, in the alternative, Buyer has elected at its risk not to make such investigations, inspections, analyses and research), concerning the condition, ownership, use and operation of the Property, including, but not limited to, investigations, inspections, analyses and research of: (A) present and future Laws, including, without limitation, zoning, subdivision, environmental and other such Laws; (B) the obligations of the owner of the Property under all documents disclosed in the Preliminary Report; (C) the necessity and availability of any entitlements or development approvals and permits; (D) the necessity or existence of any and all development costs, dedications, fees, charges or assessments that may be imposed or required to be paid in connection with any Laws or the obtaining of any development approvals, permits or entitlements or otherwise in connection with the development of the Property, all of which shall be the responsibility of Buyer; (E) the economic value of the Property; (F) the seismic and structural integrity of the Improvements constructed or installed on the Property; (G) the size, dimensions, location and topography of the Property; (H) any surface, soil, subsoil, geologic or ground water conditions or other physical conditions of or affecting the Property, such as aircraft overflight, traffic, climate, drainage and air; (I) the extent or condition of title to the Property and the extent of existing liens and encumbrances against the Property; (J) the possibility of future fees and assessments or increases in existing fees and assessments by one or more governmental authorities; (K) the presence, use, transportation or storage of Hazardous Material on, over, under or nearby the Property; (L) the presence on the Property of threatened and endangered species under the Endangered Species Act; (M) the availability, character, quality, composition and/or adequacy of access to the Property; (N) the location on or near the Property of any earthquake faults; and (O) the availability or quality of reclaimed water provided by any utility company or governmental authority. The term "**Laws**" means shall mean all federal, state and local laws, statutes, codes, ordinances, rules, regulations, restrictions and limitations as they may be amended from time to time. The term "Laws" shall include Environmental Laws.

(d) Subject to the representations and warranties of Seller set forth in Section 6.1, Buyer is relying solely upon its own inspections, investigations, research and analyses of the foregoing matters in entering into this Agreement and is not relying in any way upon any representations, warranties, statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives to Buyer or its representatives, whether oral or written, including, without limitation, the materials specified in the Property Documents or the Preliminary Report, express or implied, of

any nature whatsoever regarding any such matters. Seller makes no express or implied representation or warranty of any kind or nature as to the accuracy or completeness of the Property Documents or the Preliminary Report, and Seller shall have no liability or responsibility to Buyer of any kind or nature resulting from the furnishing or use of the Property Documents or Preliminary Report by Buyer, all of which Buyer shall verify to its own satisfaction and all of which Buyer shall use and rely on solely at its own risk.

Except for the representations and warranties of Seller expressly set forth in Section 6.1 and the covenants and agreements of Seller expressly set forth in this Agreement: (a) Buyer accepts the Property "**AS-IS, WHERE-IS, WITH ALL FAULTS**" in its existing state and condition at the Closing; (b) Buyer accepts the Property subject to any and all Laws which are now or may hereafter be imposed on or against the Property by any governmental authority; (c) Seller is not obligated to do any processing, grading, restoration, repairs or other work of any kind or nature whatsoever on or with respect to the Property and, without limiting the generality of the foregoing, Seller is not responsible for any work on or improvement of the Property necessary to cause the Property to meet any applicable Laws, to be suitable for any particular use, or to repair, retrofit or support any portion of the improvements constructed on the Property due to the seismic or structural integrity (or any deficiencies therein) of such improvements; (d) Buyer accepts the Property in the condition, and state of repair or lack of repair of the improvements or any other portion of the Property; (e) Buyer accepts all of the restrictions, obligations, rights of way or conditions affecting the ownership, use, operation, development or operation of the Property; (f) Buyer accepts the Property in its existing condition with respect to (i) the existence of Hazardous Material from, to or on the Property, whether or not the existence of such matters is disclosed in Buyer's inspections, research, investigations and analyses, if any, and (ii) the compliance of the Property with all Laws; (g) Buyer acknowledges that Seller has not warranted and does not hereby warrant that the improvements located on the Property will meet or comply with the requirements of any health, fire, building, zoning, or safety code, ordinance or regulation of the state of California, or City of Pittsburg, or any other authority or jurisdiction and that Seller has not warranted and does not hereby warrant that the Property will meet or satisfy any particular use, purpose, development or operation; and (h) no patent or latent condition affecting the Property in any way, whether or not known or discoverable or hereafter discovered, shall affect Buyer's obligation to purchase the Property or to perform any other act otherwise to be performed by Buyer under this Agreement, nor shall any such condition give rise to any action, proceeding, right of damage or rescission or other claim against Seller. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that Seller specifically disclaims any responsibility for and opinions, conclusions or work product contained within the Property Documents.

Except for the Excluded Claims (defined below) and to the fullest extent permitted by Law, from and after the Close of Escrow, Buyer (and its successors and assigns) shall indemnify, defend (with counsel reasonably acceptable to Seller), protect and hold harmless Seller, and the other Indemnitees from and against any and all claims, suits, liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and costs) and damages of any kind or character to any

person or property arising from or relating to the Property, Buyer's ownership and further development thereof (collectively, the "**Post-Closing Claims**").

The term "**Indemnitees**" shall mean, collectively, Seller and its direct and indirect constituent partners, members, shareholders, owners and related and affiliated entities, and each of their respective officers, directors, agents, employees, attorneys, partners, direct and indirect lenders, parents, subsidiaries or affiliate companies, servants, and representatives.

The term "**Excluded Claims**" shall mean claims by Buyer with respect to, (i) the express representations, covenants or warranties of Seller in this Agreement or in any document or instrument executed and delivered by Seller at Close of Escrow, (ii) a breach of Seller's obligations under this Agreement, and (iii) any premises liability or bodily injury claims accruing prior to the Closing arising from the sole negligence or willful misconduct of any of the Indemnitees.

To the fullest extent permitted by Law, as a material part of the consideration of this Agreement, effective upon Close of Escrow, Buyer, on its behalf and on behalf of its predecessors, successors and assigns hereby releases and discharges the Indemnitees, and each and all of them, from and against, and waives, any and all Post-Closing Claims against the Indemnitees, except for the Excluded Claims. Further, and without limiting any of the foregoing, Buyer hereby releases Seller from all risks and liability (and agrees that Seller shall not be liable for any special, direct, indirect, consequential, or other damages) resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair or operation of the Property except with respect to the representations and warranties expressly set forth in Section 6.1 hereof, subject to the Limitation Period, provided, however, that Seller shall under no circumstances be liable for any special, indirect or consequential damages in the event of any breach by Seller of any of the representations or warranties set forth in Section 6.1.

BUYER ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, AND IN CONNECTION WITH FOREGOING WAIVER AND RELEASE, BUYER EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

_____ Initials of Buyer

(e) Buyer represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach of the terms of, conditions of, or constitute a default under, any instrument or obligation by which Buyer is bound, or violate any order, writ, injunction or decree of any court in any litigation to which Buyer is a party.

(f) Buyer represents and warrants that each person executing this Agreement is legally competent and is duly authorized so as to fully and legally bind Buyer.

Each of the representations and warranties made by Buyer in this Agreement, shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow, and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement, are conditions precedent to the Close of Escrow. Buyer shall notify Seller immediately of any facts or circumstances that are contrary to the foregoing representations and warranties contained in this Section 6.2.

7. REMEDIES In the event of a breach or default under this Agreement by Seller, if such breach or default occurs prior to Close of Escrow, Buyer reserves the right to either (a) seek specific performance from Seller or (b) to do any of the following: (i) to waive the breach or default and proceed to Closing as provided herein; (ii) to extend the time for performance and the Closing Date until Seller is able to perform; or (iii) to terminate this Agreement upon written notice to Seller, whereupon Seller shall cause Escrow Holder to return to Buyer any and all sums placed into the Escrow by Buyer, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither party shall have any further obligations or liabilities hereunder. IN THE EVENT OF A BREACH OR DEFAULT HEREUNDER BY BUYER AND THE CLOSING DOES NOT OCCUR DUE TO SUCH DEFAULT, SELLER'S SOLE REMEDY SHALL BE TO RETAIN THE DEPOSITS AS LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IN SUCH INSTANCE, THE DEPOSITS REPRESENT A REASONABLE APPROXIMATION OF SELLER'S DAMAGES AND ARE NOT INTENDED AS A FORFEITURE OR PENALTY BUT RATHER AN ENFORCEABLE LIQUIDATED DAMAGES PROVISION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, ET SEQ. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

_____ _____

Buyer's Initials Seller's Initials

8. BROKERS. Seller represents that no real estate broker has been retained by Seller in the sale of the Property or the negotiation of this Agreement. Buyer represents that no real estate broker has been retained by Buyer in the purchase of the Property or negotiation of this Agreement. Buyer shall indemnify, hold harmless and defend Seller from any and all claims, actions and liability for any breach of the

preceding sentence, and any commission, finder's fee, or similar charges arising out of Buyer's conduct.

9. ASSIGNMENT. Absent an express signed written agreement between the Parties to the contrary, neither Seller nor Buyer may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

10. MISCELLANEOUS.

10.1 Attorneys' Fees. If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing party" shall mean the party determined by the court to most nearly prevail and not necessarily the party in whose favor a judgment is rendered.

10.2 Interpretation. This Agreement has been negotiated at arm's length and each Party has been represented by independent legal counsel in this transaction and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

10.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

10.4 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

10.5 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

10.6 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof any cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties relating to the subject matter of this Agreement

that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any party is relying upon in entering this Agreement that are not fully expressed herein.

10.7 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

10.8 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To Buyer: EJ Phair Brewing Company
Attn: John Phair
[INSERT ADDRESS]

To Seller: Successor Agency for the Redevelopment Agency of the City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: Executive Director

To Escrow Holder: Old Republic Title Company
1000 Burnett Avenue, Suite 400
Concord, CA 94520
Att: Sean Hamilton

Any such communication shall be deemed effective upon personal deliver or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

10.9 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

10.10 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

10.11 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

10.12 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

10.13 Waivers. Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

10.14 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

10.15 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

10.16 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

10.17 Approvals. Whenever this Agreement calls for Seller approval, consent, extension or waiver, the written approval, consent, or waiver of the Seller's Executive Director or his or her designee(s) shall constitute the approval, consent,

extension or waiver of the Seller, without further authorization required from the Seller's Board. The Seller hereby authorizes the Agency's Executive Director and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce Seller's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the Seller.

***SIGNATURES ON FOLLOWING PAGE***

IN WITNESS WHEREOF, this Agreement is executed by Buyer and Seller as of the Effective Date.

**Seller:**

Successor Agency for the Redevelopment Agency of the City of Pittsburg, a public agency

By: _____
Garrett Evans
Executive Director

Attest:

_____
Alice E. Evenson, Agency Secretary

Reviewed as to Form:

_____
Donna Mooney, Agency Counsel

**Buyer:**

EJ Phair Brewing Company,
a California corporation

By: _____
John Phair, President

**Acceptance by Escrow Holder:**

Old Republic Title Company hereby acknowledges that it has received a fully-executed counterpart of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Old Republic Title Company

By:_____

Its: _____

# EXHIBIT A

## LEGAL DESCRIPTION

This land referred to herein is situated in the State of California, County of Contra Costa, City of Pittsburg, and is described as follows:

THE EASTERLY EIGHTY (80) FEET OF LOTS 11 AND 12, IN BLOCK F, AS SAID LOTS AND BLOCK ARE SHOWN, DELINEATED, NUMBERED AND LETTERED UPON THE OFFICIAL MAP ENTITILED, “PLAT AND CENTRAL ADDITION TO THE TOWN OF BLACK DIAMOND, 1905”, FILED OCTOBER 27, 1905, IN MAP BOOK B AT PAGE 33, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, CALIFORINIA, AND ALSO SHOWN UPON THE OFFICIAL MAP ENTITLED, “OFFICIAL MAP OF THE CITY OF PITTSBURG, CONTRA COSTA COUNTY. CAL”, FILED MARCH 23, 1914, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, CALIFORNIA.

APN: 085-108-010

**EXHIBIT B**

**FORM OF PROMISSORY NOTE**

**PROMISSORY NOTE SECURED BY SECOND LIEN POSITION DEED OF TRUST**

$72,955.24 Pittsburg, CA _____, 2021

FOR VALUE RECEIVED, the undersigned, EJ PHAIR BREWING COMPANY, a California corporation ("**Borrower**") hereby promises to pay the SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG, a public agency ("**Lender**"), the principal sum of Seventy-Two Thousand, Nine Hundred Fifty-Five and 24/100ths Dollars ($72,955.24), together with interest on the unpaid principal balance of this Promissory Note Secured by Second Lien Position Deed of Trust ("**Note**") from time to time outstanding at an annual rate as set forth below from the date of advance until fully paid at the Successor Agency for the Redevelopment Agency of the City of Pittsburg, Attention: Executive Director, or at such other place as Lender may from time to time designate in writing.

**1. INTEREST**

1.1 Amount. Interest on the unpaid principal balance will accrue from the date of advance at an annual rate equal to Three Percent (3%) per annum.

1.2 Method of Calculating Interest. Interest shall be computed based on a 360-day year and the actual number of days elapsed. Interest computed based on a 360-day year is greater than interest computed based on a 365-day year.

**2. SECURITY**

2.1 Secured by Deed of Trust. This Note is secured by, among other things, that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("**Deed of Trust**") of even date herewith made by Borrower, as trustor, for the benefit of Lender, as beneficiary.

**3. PAYMENTS**

3.1 Payment of Principal and Interest. Principal and interest shall be payable over thirty-six (36) months with the first six (6) months payment at $0 per month and the

remaining thirty (30 ) months at $2500 per month, with the Maturity Date of _____, 2024.

3.2 Application of Payments. Each payment under this Note shall be credited in the following order: (a) costs, fees, charges, and advances paid or incurred by Lender or payable to Lender and interest under any provision of this Note or the Deed of Trust, in such order as Lender, in its sole and absolute discretion, elects, (b) interest payable under this Note, and (c) principal under this Note.

3.3 Lawful Money. All sums due under this Note are payable in lawful money of the United States. Checks constitute payment only when collected.

## 4. PREPAYMENT

4.1 Allowed. Borrower may prepay this Note in whole or in part.

## 5. DEFAULT

5.1 Default. On (a) Borrower's failure to pay any installment or other sum due under this Note within ten (10) days after the date due and payable (whether by extension, acceleration, or otherwise), or (b) an Event of Default, or (c) any breach of any other promise or obligation in this Note or in any other instrument now or hereafter securing the indebtedness evidenced by this Note, then, and in any such event, Lender may, at its option, declare this Note (including, without limitation, all accrued interest) due and payable immediately regardless of the Maturity Date. Borrower expressly waives notice of the exercise of this option.

## 6. LATE CHARGES; INTEREST ON DEFAULT; INTEREST ON INTEREST

6.1 Late Charges. Borrower acknowledges that default in the payment of any sum due under this Note will result in losses and additional expenses to Lender in servicing the indebtedness evidenced by this Note, handling such delinquent payments, and meeting Lender's other financial obligations. Borrower further acknowledges that the extent of such loss and additional expenses is extremely difficult and impractical to ascertain. Borrower therefore agrees that, if any payment due under this Note is not made within five (5) calendar days after the date due, a charge of five percent (5%) of the amount that is not paid when due would be a reasonable estimate of expenses so incurred ("**Late Charge**"). If any payment is not received within five (5) calendar days after the date due, Borrower shall immediately after written demand pay the Late Charge to Lender (without prejudicing or affecting any other rights or remedies of Lender) as liquidated damages to cover expenses incurred in handling such delinquent payment.

6.2 Interest on Default. From and after the Maturity Date (either according to the terms of this Note or as the result of an acceleration of the then unpaid principal balance under the terms of this Note), the entire unpaid principal balance shall automatically bear an annual interest rate (instead of the interest rate specified in

Section 1) equal to the lesser of: (a) ten percent (10%) compounded annually, or (b) the maximum interest rate allowed by law ("**Default Rate**").

6.3 Interest on Interest. If any interest payment under this Note is not paid when due, the unpaid interest shall be added to the principal of this Note, shall become and be treated as principal, and shall thereafter bear like interest.

## 7. GENERAL PROVISIONS

7.1 Attorneys' Fees. Borrower agrees to pay the following costs, expenses, and attorneys' fees paid or incurred by Lender, or adjudged by a court: (a) any and all costs of collection and costs, expenses, and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note or any of the Loan Documents, whether or not suit is filed; (b) any and all costs, expenses, and reasonable attorneys' fees paid or incurred in connection with representing Lender in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Note or any of the Loan Documents; (c) any and all costs, expenses, and reasonable attorneys' fees incurred to protect the lien of the Deed of Trust or its interest in the mortgaged property; and (d) costs of suit and such sum as the court may adjudge as reasonable attorneys' fees in any action to enforce payment of this Note, or any part thereof.

7.2 Waiver. Borrower, endorsers, and all other persons liable or to become liable on this Note waive presentment, protest, and demand; notice of protest, demand, and dishonor; and all other notices or matters of a like nature.

7.3 Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

Lender Notice Address:

Successor Agency for the Redevelopment Agency
of the City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565
Attention: Executive Director
Telephone No.: _____

Borrower Notice Address:

EJ Phair Brewing Company
_____
_____
Attention: John Phair
Telephone No.: _____

or to such other address as either party may from time to time specify in writing to the other party. All notices shall be deemed effective on the earliest of (i) actual receipt; (ii) rejection of delivery; (iii) if sent by certified mail, the third day on which regular United States mail delivery service is provided after the day of mailing or, if sent by overnight delivery service, on the next day on which such service makes next-business-day deliveries after the day of sending.

7.4 Forbearance Not a Waiver. If Lender delays in exercising or fails to exercise any of its rights under this Note, that delay or failure shall not constitute a waiver of any Lender rights or of any breach, default, or failure of condition under this Note. No waiver by Lender of any of its rights or of any such breach, default, or failure of condition shall be effective, unless the waiver is expressly stated in a writing signed by Lender.

7.5 Assignment. This Note inures to and binds the heirs, legal representatives, successors, and assigns of Borrower and Lender; provided, however, that Borrower may not assign this Note, or assign or delegate any of its rights or obligations, without Lender's prior written consent in each instance granted or denied in Lender's sole and absolute discretion. Lender, at its option, may assign this Note and the beneficial interest in the Deed of Trust to any person or entity and Borrower will, upon receipt of direction from Lender, pay to the party identified by Lender as entitled to receive payment. Any Borrower payment in accordance with a written direction of Lender will be deemed duly paid in accordance with this Note.

7.6 Governing Law. This instrument shall be deemed to have been made in the State of California, and the validity of this Note shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California for all purposes; except when federal law applies (including, without limitation, any federal usury ceiling or other federal law preempting state usury laws, which, from time to time, is applicable to the indebtedness evidenced by this Note). The parties agree that all actions or proceedings arising in connection with this Note shall be tried and litigated only in the state courts located in the County of Contra Costa, State of California, or the federal courts located in the Northern District of California. Borrower waives any right Borrower may have to assert the doctrine of forum non conveniens or to object to such venue.

7.7 Usury. All agreements between Borrower and Lender are expressly limited, so that in no event or contingency, whether because of the advancement of the proceeds of this Note, acceleration of maturity of the unpaid principal balance, or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance, or retention of the money to be advanced under this Note exceed the highest lawful rate permissible under applicable usury laws. If, under any circumstances, fulfillment of any provision of this Note or the Deed of Trust securing this Note or any other agreement pertaining to this Note, after timely performance of such provision is due, shall involve exceeding the limit of validity prescribed by law that a court of competent jurisdiction deems applicable, then, ipso facto, the obligations to be fulfilled shall be reduced to the limit of such validity. If, under any circumstances,

Lender shall ever receive as interest an amount that exceeds the highest lawful rate, the amount that would be excessive interest shall be applied to reduce the unpaid principal balance under this Note and not to pay interest, or, if such excessive interest exceeds the unpaid principal balance under this Note, such excess shall be refunded to Borrower. This provision shall control any and all of the Loan Documents as between Borrower and Lender.

7.8 Time Is of the Essence. Time is of the essence with respect to all obligations of Borrower under this Note.

7.9 Waiver of Statute of Limitations. The pleading of any statute of limitations as a defense to the obligations evidenced by this Note is waived to the fullest extent permissible by law.

7.10 Severability. If any provision of this Note or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Note shall be valid and be enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the date first written above.

**BORROWER:**

**EJ PHAIR BREWING COMPANY**

By: _____
Name: John Phair
Its: President

**EXHIBIT C**

**FORM OF DEED OF TRUST**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO

**Successor Agency for the Redevelopment Agency**
**of the City of Pittsburg**
**65 Civic Avenue**
**Pittsburg, CA 94565**
**Attention: Executive Director**

_____ SPACE ABOVE THIS LINE FOR RECORDER'S USE __

**Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing**

**APN:085-108-010**

**This Deed of Trust** is made as of _____, 2021, among EJ PHAIR BREWING COMPANY, a California corporation ("TRUSTOR"), whose address is _____ _____, _____, _____ _____, _____ Title Company, a __ _____ ("TRUSTEE"), and RHW SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG, a public agency("BENEFICIARY"), whose address is 65 Civic Avenue, Pittsburg, CA 94565.

Trustor irrevocably grants, conveys, transfers and assigns to Trustee in trust, with power of sale and right of entry and possession, all of Trustor's right, title and interest now owned or hereafter acquired in and to the real property in Contra Costa County, California, described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all buildings, structures and improvements now existing or hereafter constructed thereon (the "Improvements") and all other property and interests of any kind or character which may be reasonably necessary or desirable to promote the present and future beneficial use and enjoyment of such real property and improvements (the "Property").

**1. Secured Obligations.** Trustor makes the grant, conveyance, transfer and assignment herein for the purpose of securing the following obligations (the "Secured Obligations"): (a) payment of the sum of Seventy-Two Thousand, Nine Hundred Fifty-Five and 24/100ths Dollars ($72,955.24), with interest thereon according to the terms of a promissory note (the "Note") of even date herewith, executed by Trustor in favor of Beneficiary or order and any extension or renewals thereof; (b) payment of such further sums as the then record owner of the Property may borrow from Beneficiary, when evidenced by a promissory note or notes reciting that they are secured by this Deed of

Trust; and (c) performance of each agreement of Trustor incorporated by reference or contained herein. The obligations of Trustor under that certain Indemnity Agreement in favor of Beneficiary dated of even date herewith shall also be secured hereby to the extent provided therein.

**2. Maintenance and Repair.** Trustor shall (a) keep the Property in good condition and repair and not remove or demolish any building; (b) complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed; (c) pay when due all claims for labor performed and materials furnished; (d) comply with all laws affecting the Property or requiring any alterations or improvements to be made; (e) not commit or permit waste; and (f) cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary.

**3. Insurance.** Trustor shall maintain hazard insurance against loss by fire, hazards included with the term "extended coverage," and any other hazards for which Beneficiary requires insurance, and liability insurance. The insurance carrier and the insurance policies and amounts of coverage shall be acceptable to Beneficiary, the policies shall name Beneficiary as a loss payee or an additional insured, as applicable, the policies shall include Beneficiary as an additional insured, as applicable, and shall require 30 days' prior notice to Beneficiary before the policy is modified or terminated.

**4. Defense of Security.** Trustor shall appear in and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee. Trustor shall pay all costs and expenses, including costs of evidence of title and attorneys' fees, in any such action or proceeding in which Trustee or Beneficiary may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

**5. Payment of Taxes and Liens.** Trustor shall pay (a) at least 10 days before delinquency, all taxes and assessments affecting the Property, including water stock assessments; (b) when due, all encumbrances, charges and liens, with interest, on the Property, which are or appear to be prior or superior to this Deed of Trust; and (c) upon demand all costs, fees and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act provided for in this Deed of Trust, then Beneficiary or Trustee may, without obligation to do so, and with or without notice to or demand upon Trustor, and without releasing Trustor from any obligation under this Deed of Trust: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (b) appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest or settle any encumbrance, charge or lien which in the judgment of either appears to be senior to this Deed of Trust; and (d) in exercising any such powers, pay allowable expenses, including attorneys' fees.

**6. Reimbursement of Costs.** Trustor shall pay upon demand all sums expended by Beneficiary or Trustee provided for in this Deed of Trust or allowed by law, with interest from date of expenditure at the maximum rate provided in the Note.

**7. No Waiver.** By accepting payment of any sum after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums or declare a default for failure to pay.

**8. Reconveyance.** That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note or notes to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

**9. Assignment of Rents.** Trustor hereby absolutely and unconditionally assigns to Beneficiary all of the rents, issues, profits, royalties, revenues, income and other benefits (collectively, the "Rents") derived from the Property, whether now due, past due or to become due, and hereby gives to and confers upon Beneficiary, either directly or through a receiver, the right, power and authority, but not the obligation, to collect the Rents, and to sue, either in the name of Trustor or Beneficiary, for all such Rents and to apply the same to the indebtedness secured hereby in such order as Beneficiary may determine in its sole discretion. This assignment of Rents is intended to create and shall be construed to create an absolute assignment to Beneficiary of all of Trustor's right, title and interest in the Rents; provided, however, so long as no default exists by Trustor in the payment of any indebtedness secured hereby, or in any other covenant contained herein, or in said note or notes or in any other document evidencing or securing such indebtedness, Trustor shall have the right to collect all Rents from the Property and to retain, use and enjoy the same. Upon the occurrence of such a default, without the necessity of demand or other notice to Trustor or any other act to enforce Beneficiary's interest pursuant to this assignment, Trustor shall have no interest whatsoever in the Rents that are received by Trustor after a default, and all such Rents shall be received and held by Trustor in constructive trust for Beneficiary and delivered promptly to Beneficiary, or to a court-appointed receiver for the Property, without the necessity for further notice to, or demand upon, Trustor. Upon the occurrence of such a default and at any time thereafter during the continuance thereof, Beneficiary may, at its option, send any tenant of the Property a notice to the effect that: (a) a default has occurred; (b) Beneficiary has elected to exercise its rights under this assignment; and (c) such tenant is thereby directed to thereafter make all payments of Rents to or for the benefit of Beneficiary or as Beneficiary shall direct. Any such tenant shall be entitled to rely upon any notice from Beneficiary and shall be protected with respect to any payment of Rents made pursuant to such notice, irrespective of whether a dispute exists between Trustor and Beneficiary with respect to the existence of a default or the rights of Beneficiary hereunder. Any such tenant shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this assignment. Trustor hereby agrees to indemnify, defend and hold any such tenant harmless from and against any and all losses, claims, damages or liabilities arising from or related to any payment of Rents by such tenant made in reliance on and pursuant to such notice.

**10. Default and Foreclosure.** Upon default by Trustor in payment or performance of any Secured Obligation, Beneficiary may declare all sums secured immediately due and payable by delivery to Trustee of a declaration of default and demand for sale and of a notice of default and of a notice of sale, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note or notes and all documents evidencing expenditures secured by this Deed of Trust. Upon default of any obligation secured by this Deed of Trust and acceleration of all sums due, Beneficiary may instruct Trustee to proceed with a sale of the Property under the power of sale granted in this Deed of Trust, noticed and held in accordance with California Civil Code Sections 2924, et seq., as such statutes may be amended from time to time. Trustor waives all rights it may have to require marshaling of assets or to require sales of assets in any particular order, including any rights under California Civil Code Sections 2899 and 3433.

**11. Substitution of Trustee.** Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

**12. Successors and Assigns.** This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the secured note or notes, whether or not named as Beneficiary herein.

**13. Trustee Acceptance.** Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**14. Further Assurances.** Trustor shall, at its own cost and expense, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as Trustee or Beneficiary shall from time to time require, for better assuring, conveying, assigning, transferring, and confirming unto Trustee the Property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Trustee, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering, or recording this Deed of Trust. Trustor shall, on demand, execute and deliver, and hereby authorizes Trustee and Beneficiary, or either of them, to execute in the name of

Trustor, to the extent it may lawfully do so, one or more financing statements, chattel mortgages, or comparable security instruments, to evidence more effectively the lien hereof. Immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, Trustor shall cause this Deed of Trust, and any security instruments creating a lien or evidencing the lien hereof upon any personal property and each instrument of further assurance, to be filed, registered, or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee to, the Property encumbered hereby.

**15. Condemnation and Insurance Proceeds.** Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or other taking of all or any portion of the Property, or knowledge of any casualty damage to the Property, or damage in any other manner, Trustor shall immediately notify Beneficiary thereof. Trustor hereby authorizes and empowers Beneficiary as attorney-in-fact for Trustor to make proof of loss, to adjust and compromise any claim under the insurance policies covering the Property, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder. Trustor hereby authorizes and empowers Beneficiary, at Beneficiary's option, as attorney-in-fact for Trustor, to commence, appear in and prosecute, in Beneficiary's or Trustor's name, any action or proceeding relating to any condemnation or other taking of all or any part of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, or for conveyances in lieu of the Property, or any part thereof, shall be paid to Beneficiary. The foregoing powers of attorney are coupled with an interest and are irrevocable. Trustor hereby authorizes Beneficiary to apply such awards, payments, proceeds or damages relating to condemnation of the Property and insurance covering the Property, after the deduction of Beneficiary's expenses incurred in the collection of such amounts, at Beneficiary's option, subject to the requirements of applicable law and the provisions hereof, to restoration or repair of the Property or to payment of the sums secured by this Deed of Trust. Beneficiary shall be under no obligation to question the amount of any compensation, awards, proceeds, damages, claims, rights of action, and payments relating to condemnation or other taking of the Property or insured casualty affecting the Property, and may accept the same in the amount in which the same shall be paid. Trustor shall execute such further evidence of assignment of any awards, proceeds damages or claims arising in connection with such condemnation or taking or such insurance as Beneficiary may require.

**16. Severability.** If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or

unenforceable provision had never been contained herein or therein, but only to the extent of such invalidity.

**17. Estoppel Certificate.** Trustor shall, within ten (10) days of a written request from Beneficiary, furnish Beneficiary with a written statement, duly acknowledged, setting forth the sums secured by this Deed of Trust and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Deed of Trust.

**18. California Uniform Commercial Code Security Agreement; Fixture Filing.** Trustor hereby grants Beneficiary a security interest in all personal property of Trustor located on the Property and wherever located and used in any way in connection with or in any way relating to the Property, and whether now owned or hereafter in existence, acquired or created (including equipment, inventory, goods, documents, instruments, general intangibles, chattel paper, accounts, accounts receivable, deposit accounts and contract rights), and all fixtures of Trustor now owned or hereafter in existence, acquired or created on, of or relating to the Property, and all substitutions, replacements, additions, accessions and proceeds (including insurance proceeds) of all of the foregoing (collectively, the "Personal Property"). Beneficiary may file this Deed of Trust, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for the Personal Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Trustor shall execute and deliver to Beneficiary, upon Beneficiary's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to the Personal Property. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Uniform Commercial Code any other security interest in the Personal Property. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the California Uniform Commercial Code and, at Beneficiary's option, may also invoke any remedies provided in this Deed of Trust as to the Personal Property. In exercising any of such remedies, Beneficiary may proceed against the Property and any of the Personal Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the California Uniform Commercial Code or the remedies provided in the Deed of Trust. This Deed of Trust also covers goods which are or which are to become fixtures on the Property and constitutes and is filed as a fixture filing under the California Uniform Commercial Code.

**19. Due-On-Sale or Encumbrance.** If all or any part of the Property, or any interest therein, or any beneficial interest in Trustor (if Trustor is not a natural person or persons but is a corporation, partnership, trust, limited liability company or other legal entity), is

sold, transferred, mortgaged, assigned, pledged, or further encumbered, whether directly or indirectly, whether voluntarily or involuntarily or by operational law, Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any remedies permitted by this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor's address hereinbefore set forth.

TRUSTOR:

EJ PHAIR BREWING COMPANY,
a California corporation

By:_____

Its:_____

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Adoption of a City Council Resolution Accepting Highway Safety Improvement Program 10 (HSIP 10) Grant for Project 2038, Citywide Roadway Improvements

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

The City has been awarded a grant in the amount of $2,965,700 for Project 2038, Citywide Roadway Improvements Project. If approved, the resolution will authorize allocation of the grant to the Project and authorize the City Manager to execute a funding agreement.

## FISCAL IMPACT

No local matching funds are required. If approved, the resolution will authorize the Project and an approved project budget of $2,965,700. A Project Budget Summary is attached to this report.

## RECOMMENDATION

City Council adopt a resolution accepting the $2,965,700 HSIP 10 grant, approving allocation of grant funds to Project 2038, Citywide Roadway Improvements, and authorizing the City Manager to execute a funding agreement and other documentation necessary to receive the grant.

## BACKGROUND

On August 28, 2020, staff applied to the California Department of Transportation (Caltrans) for a grant from the Highway Safety Improvement Program (HSIP) for traffic safety studies and improvements at multiple locations in the City. The project identified to receive grant support includes a roadway safety sign and striping audit, installation of new fluorescent street signs, and improvements to edge-line and centerline striping on 15 roadways.

Roadways slated to receive improvements include segments of Railroad Avenue, Kirker Pass Road, Willow Pass Road, Bailey Road, Pittsburg-Antioch Highway, East Leland Road,

Loveridge Road, Buchanan Road, West 10th Street, East 10th Street, Harbor Street, North Parkside Drive, California Avenue, Century Boulevard, and East 14th Street.

On March 30, 2021, Caltrans notified staff that the City's grant application was approved for $2,965,700. The federal portion of the grant is $2,412,700. The State portion of the grant is $553,000.

## SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

## STAFF ANALYSIS

Staff is requesting City Council approve the attached resolution to accept the grant and allocate the funds to Project 2038, Citywide Roadway Improvements.

Design of the Project is scheduled to begin in Fall 2021, with construction scheduled for Summer 2022.

ATTACHMENTS: Resolution
Project Budget Summary
Funding Agreement
Program Supplement

Report Prepared By: Nhat Phan, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | | |
|---|---|---|
| Resolution to Accept and Allocate Highway Safety Improvement Program Grant To Project 2038 Citywide Roadway Improvements | ) ) ) ) | RESOLUTION NO. 21- |

WHEREAS, the City applied for, and has been awarded, a Highway Safety Improvement Program (HSIP) 10 grant in the amount of $2,965,700 for Citywide Roadway Improvements Project (the "Project"), and,

WHEREAS, the Project includes design and installation of roadway signage and striping to portions of Railroad Avenue, Kirker Pass Road, Willow Pass Road, Bailey Road, Pittsburg-Antioch Highway, East Leland Road, Loveridge Road, Buchanan Road, West 10th Street, East 10th Street, Harbor Street, North Parkside Drive, California Avenue, Century Boulevard, and East 14th Street; and,

WHEREAS, staff recommends allocation of the $2,965,700 HSIP 10 grant to Project 2038; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pittsburg hereby accepts the grant award in the amount of $2,965,700, approves allocation of grant funds to the Project, and authorizes the City Manager to execute a program supplement and other documentation necessary to receive the grant.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of August 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

**Contract 2021-18, Citywide Roadway Improvement**
**Project 2038**

**Project Funding**

| | | | |
|---|---|---|---|
| | Highway Safety Improvement Program 10 (HSIP) Grant | | $2,965,700 |
| | | **Funding Total** | **$2,965,700** |

**Project Expenditures:**

| | | | |
|---|---|---|---|
| Design: (Code 2122) | Consultant Design Fee | | $300,000 |
| | | Subtotal | $300,000 |
| Miscellaneous: (Code 1399) | Misc Expenses | | $3,000 |
| | Advertising | | $1,000 |
| | Reproduction | | $5,000 |
| | | Subtotal | $9,000 |
| Construction: (Code 2281) | Construction Contract | | $2,307,000 |
| | Contingency | | $230,700 |
| | Material Testing | | $5,000 |
| | | Subtotal | $2,542,700 |
| Wages/Benefits (Code 1101) | Staff Time for Design Management | | $22,000 |
| | Staff Time for Construction Management | | $35,000 |
| | | Subtotal | $57,000 |
| Admin Overhead (Code 2372) | Staff Costs for Design Management | | $22,000 |
| | Staff Costs for Construction Management | | $35,000 |
| | | Subtotal | $57,000 |
| | | **Estimated Expenditures Total** | **$2,965,700** |

**PROGRAM SUPPLEMENT NO.** 000000W70
**to**
**ADMINISTERING AGENCY-STATE AGREEMENT**
**FOR STATE FUNDED PROJECTS NO** 04-5127S21

**Adv Project ID** 0421000371
**Date:** July 13, 2021
**Location:** 04-CC-0-PIT
**Project Number:** HSIPSL-5127(039)
**E.A. Number:**
**Locode:** 5127

This Program Supplement, effective 5/17/21, hereby adopts and incorporates into the Administering Agency-State Agreement No. 04-5127S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:** Various locations in the city of Pittsburg

**TYPE OF WORK:** Upgrade signs and modigy edge-line and centerline striping

| Estimated Cost | State Funds | | Matching Funds | | |
|---|---|---|---|---|---|
| | STATE | $553,000.00 | LOCAL | | OTHER |
| $553,000.00 | | | $0.00 | | $0.00 |

**CITY OF PITTSBURG**

**By** _____

**Title** _____

**Date** _____

**Attest** _____

**STATE OF CALIFORNIA**
**Department of Transportation**

**By** _____

**Chief, Office of Project Implementation**
**Division of Local Assistance**

**Date** _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** _____ **Date** 7/13/21 $553.000.00

**SPECIAL COVENANTS OR REMARKS**

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

   B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

   A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

   C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

   D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

   E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects.

   F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

   G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

   H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of

**SPECIAL COVENANTS OR REMARKS**

PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

| 04 | City of Pittsburg |
|---|---|
| District | Administering Agency |

Agreement No. 04-5127S21

This AGREEMENT, is entered into effective this _____ day of _____, 20___, by and between the City of Pittsburg, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and

2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and

3. WHEREAS, said PROJECT will not receive any federal funds; and

4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.

7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P),

preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and

usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the

form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over $25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-

party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this

AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable , any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c)

otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

| | |
|---|---|
| STATE OF CALIFORNIA<br>DEPARTMENT OF TRANSPORTATION | City of Pittsburg |
| By_____ | By_____ |
| _____<br>Chief, Office of Project Implementation<br>Division of Local Assistance | _____<br>City of Pittsburg<br>Representative Name & Title<br>(Authorized Governing Body Representative) |
| Date _____ | Date _____ |

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right

to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Adoption of a City Council Resolution Accepting Highway Safety Improvement Program 10 (HSIP 10) Grant for Project 2028, Crestview Drive Safety Improvements

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

The City has been awarded a grant in the amount of $378,220 for the Crestview Drive Safety Improvements Project (the "Project"). If approved, the resolution will authorize allocation of the grant to the project for a total approved project budget of $419,400.

## FISCAL IMPACT

Under grant guidelines from the California Department of Transportation (Caltrans), the $378,220 grant award requires local matching funds in the amount of $41,180. Sufficient funds were previously allocated from the Road Maintenance and Rehabilitation Account (Fund 228). A Project Budget Summary is attached to this report.

## RECOMMENDATION

City Council adopt a resolution accepting the $378,220 HSIP 10 grant, approving allocation of grant funds to the Project, and authorizing the City Manager to execute a funding agreement and other documentation necessary to receive the grant.

## BACKGROUND

On August 28, 2020, staff applied to Caltrans for a grant from the Highway Safety Improvement Program (HSIP), which is in its 10th funding cycle. The Project will design and install pavement markings, raised medians and pedestrian crossings at six intersections along Crestview Drive at Nina Place, Alta Vista Circle, Kingsberry Place, Atherton Avenue, William Way and Crestview Lane.

On March 30, 2021, Caltrans notified the City that the grant application was approved for $378,220. The federal portion of the grant is $315,090. The State portion of the grant is $63,130.

On June 21, 2021, the City Council adopted Resolution 21-13944, approving the City's Five-Year Capital Improvement Program for FY 2021/22 through 2025/26 and the appropriation of $41,180 from RMRA Road Maintenance and Rehabilitation (Fund 228) for the Project.

## SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

## STAFF ANALYSIS

Staff is requesting City Council approve the attached resolution to accept the grant and allocate the grant funds to Project 2028 for a new total approved project budget of $419,400.

Design for the project is scheduled to occur over the next several months, with construction scheduled for Summer 2022.

ATTACHMENTS: Resolution
Project Budget Summary
Funding Agreement
Program Supplement

Report Prepared By: Nhat Phan, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | | |
|---|---|---|
| A Resolution to Accept Highway Safety Improvement Program 10 Grant For Project 2028, Crestview Drive Safety Improvements | ) ) ) ) | RESOLUTION NO. 21- |

WHEREAS, the City applied for, and has been awarded, a Highway Safety Improvement Program (HSIP) 10 grant in the amount of $378,220 for Crestview Drive Safety Improvements Project (the “Project”); and,

WHEREAS, the Project includes design and installation of pavement markings, raised medians, and pedestrian crossings at six intersections along Crestview Drive; and,

WHEREAS, staff recommends allocation of the $378,220 HSIP 10 grant to the Project for a total approved project budget of $419,400.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pittsburg hereby accepts the grant award in the amount of $378,220, approve allocation of grant funds to the Project, and authorize the City Manager to execute a program supplement and other documentation necessary to receive the grant.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of August 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

**Contract 2021-19, Crestview Drive Safety Improvement**
**Project 2028**

**Project Funding**

| | | |
|---|---|---|
| | Highway Safety Improvement Program 10 (HSIP) Grant | $378,220 |
| | FY 2021/22 Gas Tax (RMRA Fund 228) | $41,180 |
| | **Funding Total** | **$419,400** |

**Project Expenditures:**

| | | |
|---|---|---|
| Design: (Code 2122) | Consultant Design | $55,000 |
| | Subtotal | $55,000 |
| Miscellaneous: (Code 1399) | Advertising | $1,000 |
| | Reproduction | $1,000 |
| | Postage | $1,000 |
| | Subtotal | $3,000 |
| Construction: (Code 2281) | Construction | $293,760 |
| | Construction Contingency (~10%) | $32,640 |
| | Material Testing | $5,000 |
| | Subtotal | $331,400 |
| Staff Time: (Code 1101) | Staff Costs During Design Phase | $5,000 |
| | Staff Construction Management | $10,000 |
| | Subtotal | $15,000 |
| Administrative Overhead: (Code 2372) | Staff Overhead Costs during Design | $5,000 |
| | Staff Overhead during Construction | $10,000 |
| | Subtotal | $15,000 |
| | **Estimated Total Expenditures** | **$419,400** |

**PROGRAM SUPPLEMENT NO.** 000000W74
to
**ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS NO** 04-5127S21

**Adv Project ID** 0421000372
**Date:** July 13, 2021
**Location:** 04-CC-0-PIT
**Project Number:** HSIPSL-5127(040)
**E.A. Number:**
**Locode:** 5127

This Program Supplement, effective 5/18/21, hereby adopts and incorporates into the Administering Agency-State Agreement No. 04-5127S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:** 6 intersections in city of Pittsburg

**TYPE OF WORK:** Upgrade intersection pavement markings, install raised medians and upgrade pedestrian crossings

| Estimated Cost | State Funds | Matching Funds | | |
|---|---|---|---|---|
| | STATE $63,130.00 | LOCAL | | OTHER |
| $70,000.00 | | $6,870.00 | | $0.00 |

**CITY OF PITTSBURG**

**By** _____
**Title** _____
**Date** _____
**Attest** _____

**STATE OF CALIFORNIA**
**Department of Transportation**

**By** _____
**Chief, Office of Project Implementation**
**Division of Local Assistance**

**Date** _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** _____ **Date** 7/13/21 $63,130.00

7/13/21

**SPECIAL COVENANTS OR REMARKS**

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

   B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

   A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

   C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

   D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

   E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects.

   F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

   G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

   H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of

**SPECIAL COVENANTS OR REMARKS**

PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

| 04 | City of Pittsburg |
|---|---|
| District | Administering Agency |

Agreement No. 04-5127S21

This AGREEMENT, is entered into effective this _____ day of _____, 20___, by and between the City of Pittsburg, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and

2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and

3. WHEREAS, said PROJECT will not receive any federal funds; and

4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.

7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P),

preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and

usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the

form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over $25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-

party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this

AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable , any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c)

otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

| | |
|---|---|
| STATE OF CALIFORNIA<br>DEPARTMENT OF TRANSPORTATION | City of Pittsburg |
| By_____ | By_____ |
| _____<br>Chief, Office of Project Implementation<br>Division of Local Assistance | _____<br>City of Pittsburg<br>Representative Name & Title<br>(Authorized Governing Body Representative) |
| Date _____ | Date _____ |

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right

to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Adoption of a City Council Resolution Authorizing the City Manager to Execute the First Amendment to the Agreement with TRC Solutions, Inc. for Community-wide Environmental Assessment Services

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

This First Amendment to the Agreement with TRC Solutions, Inc. is to increase the compensation for additional community-wide environmental assessment services in connection with the City's Brownfields Assessment grant from the U.S. Environmental Protection Agency.

## FISCAL IMPACT

If approved, the First Amendment would add to the scope of work and increase the compensation under the contract by $30,000, which would be fully funded by the City's $300,000 Brownfields Assessment grant.

## RECOMMENDATION

City Council adopt the Resolution authorizing the City Manager to execute a First Amendment to the Agreement with TRC Solutions, Inc. for Community-wide Environmental Assessment Services.

## BACKGROUND

In 2017, the City was awarded a $300,000 federal grant to conduct environmental assessments, planning, and community outreach on brownfields throughout the community. Under the Cooperative Agreement between the City and the U.S. Environmental Protection Agency (US EPA), the City must use a qualified environmental professional to coordinate, direct, and oversee brownfields assessment actives at each site.

On February 5, 2018, after completing a competitive bid process and Request for Qualifications (RFQ) process, the City Council approved a $230,000 Consulting Services Agreement between the City and TRC Solutions, Inc. to carry out environmental assessment services under this grant. Since then, TRC Solutions, Inc. has conducted over 12 Phase I and II environmental site investigations, participated in several community outreach activities, and contributed to the development of a Brownfields Revitalization Plan.

In 2019, the City was awarded an $800,000 US EPA Brownfields Multipurpose Grant that funds an expanded scope of environmental sitework that can generate economic development at the City's underused and vacant brownfields.

## SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

## STAFF ANALYSIS

The City's Environmental Services Department is responsible for fostering projects that promote public benefit and redevelopment of underutilized properties. As a City with a history of heavy industry, there are several brownfields where redevelopment would have a positive impact.

Environmental investigation of additional sites with remaining grant funds will help prepare brownfield sites for potential economic development activities eligible for funds from the US EPA Brownfields Multipurpose grant, including clean-up planning, remediation, and reuse planning.

ATTACHMENTS: Resolution
First Amendment to the Agreement with TRC Solutions, Inc. for Community-wide Environmental Assessment Services

Report Prepared By: Sara Bellafronte, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing the City Manager to )
Execute a First Amendment to the Agreement ) RESOLUTION NO. 21-
With TRC Solutions, Inc. for Community-wide )
Environmental Assessment Services )

WHEREAS, the City desires to revitalize its brownfields to combat pollution, blight, stagnation and other economic development hurdles associated with brownfields; and

WHEREAS, the City Council authorized the acceptance of a $300,000 Brownfields Assessment grant from the U.S. Environmental Protection Agency in 2017; and

WHEREAS, on February 5, 2018, after completing a competitive bid process and Request for Qualifications, the City Council approved a $230,000 Consulting Services Agreement with TRC Solutions, Inc. for environmental assessment services; and

WHEREAS, in 2019, the City was subsequently awarded an $800,000 US EPA Brownfields Multipurpose Grant to support an expanded breadth of environmental sitework that can generate economic development at the City's underused and often vacant brownfields; and

WHEREAS, amending the agreement with TRC Solutions, Inc. will allow for the completion of additional environmental site assessments to prepare Pittsburg's brownfields for economic development activities eligible for funding from the City's US EPA Brownfields Multipurpose grant, including clean-up planning, remediation, and reuse planning.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a First Amendment to the Agreement with TRC Solutions, Inc for Community-wide Environmental Assessment Services.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of August 2021 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**FIRST AMENDMENT TO**
**THE AGREEMENT BETWEENCITY OF PITTSBURG**
**AND TRC SOLUTIONS, INC. FOR COMMUNITY-WIDE ENVIRONMENTAL ASSESSMENT SERVICES**

This First Amendment to the Agreement Community-wide environmental services made and entered into on February 5, 2018, hereafter referred to as Agreement, between TRC Solutions, Inc., a California limited liability company, therein referred to as Consultant, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this ___ day of August, 2021.

WHEREAS, the parties entered into the Agreement on February 5, 2018, and;

WHEREAS, in 2017, the City was awarded a $300,000 US EPA Brownfield Assessment Grant to conduct environmental assessments, planning, and community outreach on brownfields throughout the community.

WHEREAS, the parties desire to amend the Agreement to increase the compensation due to the availability of additional brownfield site assessment work and grant funding.

Consultant and City do mutually agree as follows:

1. Compensation. Section 2 of the Agreement is hereby amended to read as follows:

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed two hundred sixty thousand dollars $(260,000), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1** **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

**2.2** **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

**2.3** **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

**2.4** **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

**2.5** **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

**2.6** **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

2. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written

understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

**Consultant.:**

TRC Solutions, Inc., a California limited liability company

By: _____

Jonathan Scheiner, Title

**CITY:**

CITY OF PITTSBURG, a municipal corporation of the State of California

By: _____

Garrett Evans, City Manager

ATTEST:

By: _____

Alice Evenson, City Clerk

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Adoption of a City Council Resolution to Amend Staffing Allocation in the Engineering Division

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

The City Manager, upon recommendation from the Director of Public Works/City Engineer recommends changing the staffing allocation plan by adding one (1) Assistant Engineer position to the Engineering Division.

## FISCAL IMPACT

A full-time Assistant Engineer position with benefits would cost approximately $138,350 for the balance of FY 2021-22, and funds are available within unallocated balance of the Water Operations Fund (Fund 501) to cover this position cost.

The City's Five-Year Capital Improvement Program includes 17 capital projects with an estimated cost of $28 million to improve or replace water system infrastructure. Future costs for this position are expected to be primarily off-set by recovery of certain staffing costs from water infrastructure construction project budgets.

## RECOMMENDATION

The City Council adopt a resolution to amend the authorized positions by adding one (1) regular full-time Assistant Engineer to the Engineering Division.

## BACKGROUND

The Engineering Division of the Public Works Department is responsible for management of capital improvement projects for the City. The majority of these projects are identified in the City's Five-Year Capital Improvement Plan (CIP), which is reviewed and approved by the City Council.

The CIP includes projects to maintain, replace or expand the City's 128 miles of water lines and facilities within the water treatment and distribution system, as well as its sewer collection system, stormwater facilities, parks, streets, public buildings, and other forms of infrastructure.

On June 21, 2021, the City Council adopted Resolution 21-13944 to approve the City's Five-Year CIP for FY 2021-22 through 2025-26 and allocate funds to projects.

The City's Five-Year CIP includes 17 capital projects with an estimated cost of $28 million to improve or replace water system infrastructure. With segments of the water distribution system approaching 70 years or older, repair and replacement projects cannot be postponed indefinitely without risking reliability of water service to the City's customers.

On occasion, the Engineering Division has used outside consultants on a short-term basis to augment regular staff when the workload warranted. However, the current staff will not be sufficient to manage capital projects scheduled for the next five years. These projects include parks, streets, and sewer projects as well as water infrastructure.

Future costs for this position are expected to be offset by recovery of certain staffing costs from water infrastructure construction project budgets.

## SUBCOMMITTEE FINDINGS

This item was not presented to a Subcommittee.

## STAFF ANALYSIS

In accordance with Personnel Rule 3.4, the City Council is asked to allocate one full-time regular Assistant Engineer position.

The City Council is asked to change the staffing allocation to add one (1) Assistant Engineer.

Once approved by Council, Human Resources will work with the Engineering Division to fill the full-time Assistant Engineer vacancy.

ATTACHMENTS: Resolution

Report Prepared By: Jill Hecht, Deputy City Manager for Operations

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution )
To Allocate One Assistant ) RESOLUTION NO. 20-
Engineer Position )

WHEREAS, the City Manager recommends amending the staffing allocation plan due to staffing needs in the Engineering Division; and

WHEREAS, the City's Personnel Rules call for the City Council to allocate positions to each classification.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the amendment to the authorized staffing allocation by adding one full-time regular Assistant Engineer position with a maximum salary range of $7,894 per month plus fringe benefits.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of August 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Receive and File the Treasurer's Report for the Quarter Ending June 30, 2021

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

Attached is the Treasurer's Report for the fiscal quarter ending June 30, 2021. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

## FISCAL IMPACT

Net investment income for the quarter ending June 30, 2021, was $248,724 which includes regular earnings and market value adjustments as required by Governmental Accounting Standards Board Statement Number 31.

The City's and Agency's expenditure requirements for the next six months are covered by anticipated revenues from operations and maturing investments.

## RECOMMENDATION

City Council accept the Treasurer's Report for the quarter ending June 30, 2021, for information purposes only.

## BACKGROUND

Each fiscal quarter, an Investment Summary Report is required to be provided, by policy, to the City Council for review.

## SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

## STAFF ANALYSIS

The City's objectives in order of priority, are to provide safety, ensure the preservation of capital, provide sufficient liquidity for cash needs and earn a competitive rate of return (yield) within the confines of the California Government Code and the Investment Policy. Chandler Asset Management is responsible for managing investments in accordance with the City's investment policy. All portfolio holdings were held with investment grade securities.

The City and the Agency's investment portfolio market value increased by $33.4 million during the fourth quarter of Fiscal Year 2020-21. The primary increase was due to receiving in schedule pre-funding of Successor Agency debt service obligations, various taxes and fees, and federal funding.

| | Cash and Investments as of 03/31/21 | 06/30/21 | Variance | Market Value 06/30/21 |
|---|---|---|---|---|
| City Managed | $ 101,085,945 | $134,325,108 | $ 33,239,163 | $ 134,523,921 |
| Advisor Managed | 62,062,843 | 62,255,066 | $ 192,223 | 62,848,983 |
| **TOTAL** | **$ 163,148,788** | **$196,580,174** | **$ 33,431,386** | **$ 197,372,905** |

The advisor-managed funds are comprised of operating funds managed in two separate accounts (Liquidity Portfolio and Core Portfolio), as well as several Non-Successor Agency bond-related funds. The City's advisor works to achieve the City's objectives by investing in high quality fixed income securities consistent with the City's investment policy and California Government Code.

The Liquidity Portfolio is designed to provide funds for the City to meet day-to-day cash needs. Its return objective is to enhance interest income as measured by yield to maturity. Yield to maturity reflects the interest income the portfolio is expected to receive for the next twelve months assuming the portfolio experiences no changes in its current asset holdings. As of quarter-end, the average yield to maturity of the Liquidity Portfolio was 0.01%.

The Core Portfolio represents the City's cash reserves. Its return objective is to enhance both interest income and principal value as measured by total return. Total return reflects the value added to the portfolio for a period of time from interest income, realized gains and losses, as well as unrealized gains and losses. The portfolio's total return for the quarter was 0.02%, comparing to the City performance benchmark of (0.03%), the Intercontinental Exchange Bank of America Merrill Lynch (ICE BAML) 1-3 Year U.S. Treasury/Agency Index. Since inception (7/31/2018), the portfolio's total return through quarter end is 2.91%, which slightly overperformed the benchmark return of 2.76% for the same period.

Governmental Accounting Standards Board Statement 31 requires the City to recognize the fair market value of its investments at the end of each fiscal year. The market values of investments included in this report were obtained from the State Controller's office for Local Agency Investment Funds (LAIF), and from the City's registered investment advisor and bond trustees for longer-term investments. Market values change on a daily basis. The change in market value is considered temporary in nature, as the City mostly holds its investments until maturity, when they can be redeemed at par value.

Attached is the Chandler Asset Management (CAM) Investment Report detailing an economic update, account profile and investment activity for the quarter ending June 30, 2021.

ATTACHMENTS: Letter from City Treasurer

Investment Report by Chandler Asset Management

Report Prepared By: Christina Nguyen, Accountant I

Report Reviewed By: Laura Mendez, Finance Manager of Reporting

CHANDLER ASSET MANAGEMENT

# City of Pittsburg

*Period Ending June 30, 2021*

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com

# Table of Contents

*As of June 30, 2021*


| | |
|---|---|
| **SECTION 1** | **Economic Update** |
| **SECTION 2** | **Account Profile** |
| **SECTION 3** | **Consolidated Information** |
| **SECTION 4** | **Portfolio Holdings** |
| **SECTION 5** | **Transactions** |

# Section 1 | Economic Update

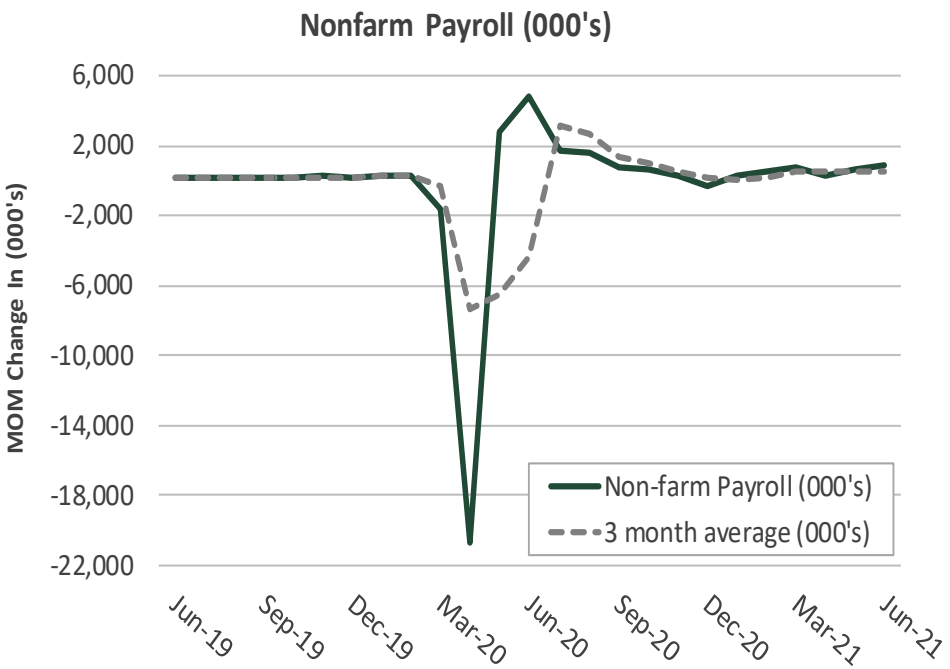
# Economic Update

- The US economy continues to recover and while some pockets of the economy remain dislocated, real gross domestic product (GDP) is approaching pre-pandemic levels. The recovery has been fueled by robust fiscal spending, accommodative monetary policy, and a swift vaccine rollout. These factors are beginning to moderate but should continue to provide tailwinds for the economy in the coming quarters. Vaccinations have slowed down, and infection rates in the US have recently ticked up but remain well below their peak. Some pandemic-related fiscal relief is starting to phase out, but President Biden and a group of bipartisan senators have agreed to an overall framework for a roughly $1 trillion infrastructure plan (including about $579 billion in new federal spending above previously approved levels). Though the details still need to be hashed out and a deal would need full congressional approval, the negotiations signal that more fiscal stimulus is likely on the horizon. Meanwhile, the Federal Reserve continues to signal that it will look past any near-term uptick in inflation to facilitate continued improvement in the labor market. Estimates for US GDP growth remain strong. The current Bloomberg consensus estimate for 2021 and 2022 US GDP growth are 6.6% and 4.1%, respectively.

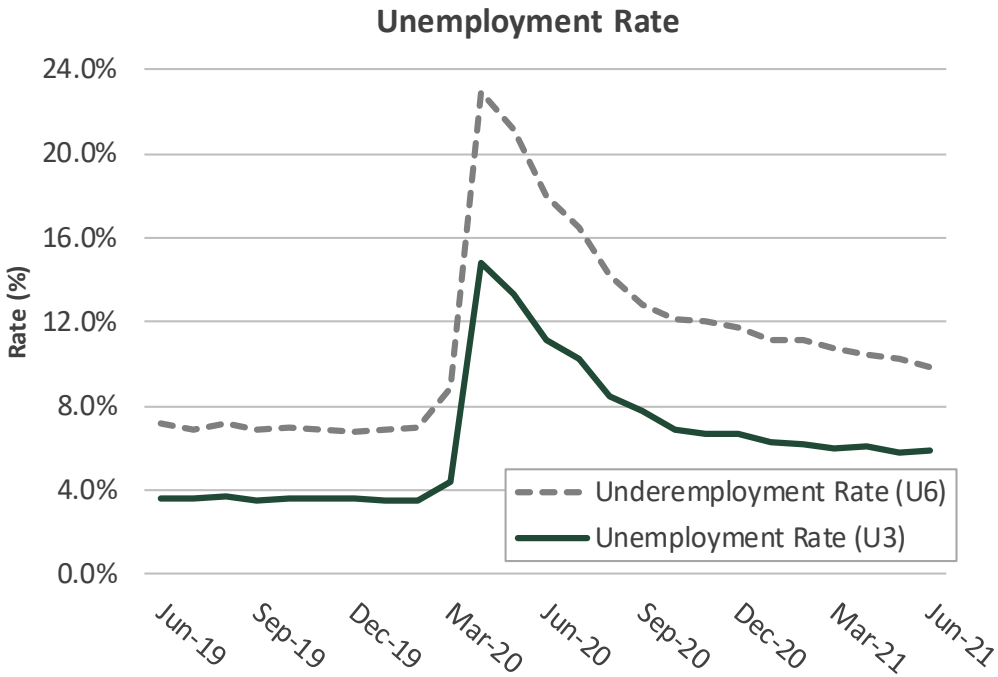
- The Federal Open Market Committee (FOMC) kept monetary policy unchanged at its June meeting. The fed funds target rate remains in the range of 0.0% to 0.25%, and the Fed continues to purchase $80 billion of Treasuries per month, and $40 billion of agency mortgage-backed securities per month. The Fed has started to discuss the idea of reducing its asset purchases at some point, but that decision remains uncertain. FOMC members' updated economic projections also suggest that the Fed may start to raise interest rates in 2023, versus the previous estimate of 2024, as the economy may be on track to reach their employment and inflation goals at a faster than expected pace. Overall, monetary policy remains highly accommodative for now, but the Fed seems to be inching toward a path of policy normalization. We anticipate the Fed will remain on the sidelines over the near-term, but we believe the probability that the Fed will begin tapering its asset purchases during the first half of next year has increased.

- The yield curve flattened in June. We believe multiple factors influenced Treasury rates in the month, including market technicals, dollar strengthening, uneven global vaccination rates, and a more modest forecast for U.S. infrastructure spending than initially expected. Nevertheless, we believe longer-term rates have room to move higher this year and we believe the Treasury yield curve is poised to steepen in the second half of the year.

# Employment



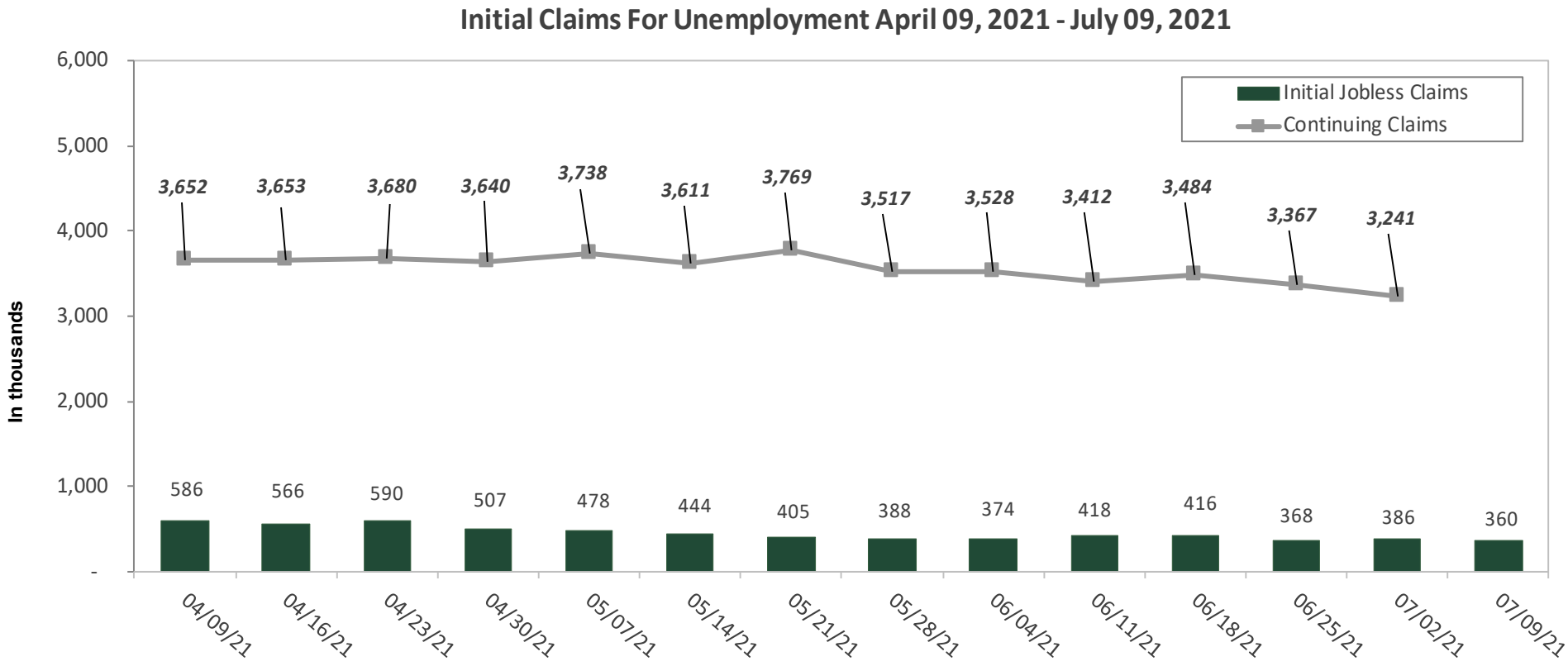

*Source: US Department of Labor*




*Source: US Department of Labor*

Job growth was stronger than expected in June. U.S. nonfarm payrolls increased by 850,000, versus the consensus forecast of 720,000. May payrolls were also revised up by 24,000 to 583,000. On a trailing 3-month and 6-month basis, payrolls increased by an average of 567,000 and 543,000 per month, respectively, which is indicative of a steady recovery in the labor market. The leisure and hospitality sectors continue to drive the job gains in June and increased by 343,000. Government payrolls also posted a solid increase of 188,000 in June. The labor participation rate was unchanged at 61.6% in June and is 1.7% lower than the pre-pandemic level. The employment-population ratio was also unchanged in the month at 58.0% and is 3.1% below the pre-pandemic level. The unemployment rate ticked higher to 5.9% in June from 5.8% in May and remains well above the pre-pandemic low of 3.5% in February 2020. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons, declined to 9.8% in June from 10.2% in May (versus 7.0% in February 2020). The index of aggregate private weekly payrolls was up 2.8% in June from February 2020, suggesting a solid increase in aggregate wages.

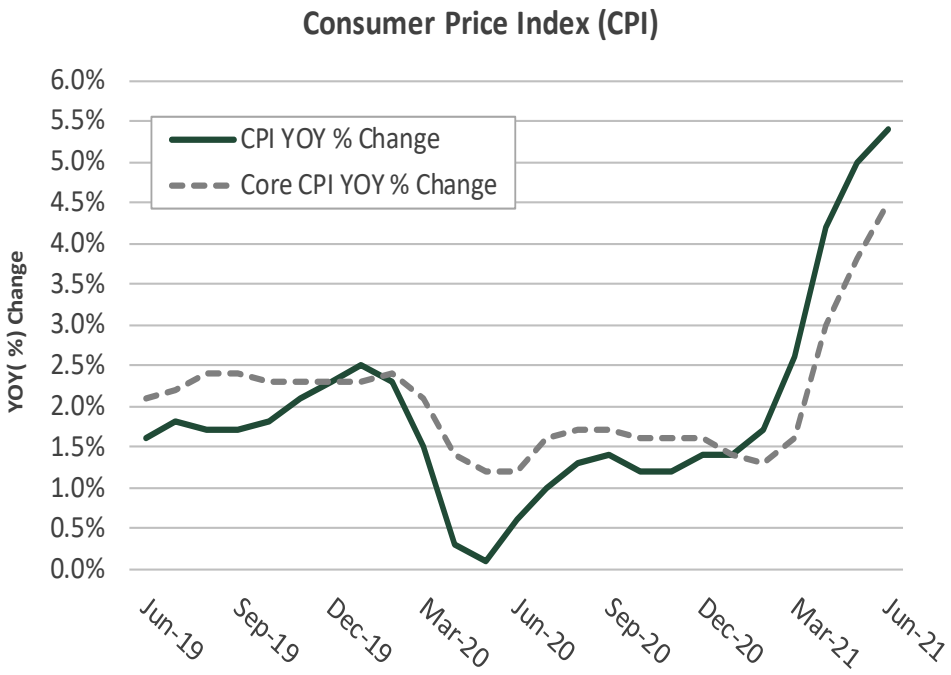
# Initial Claims for Unemployment



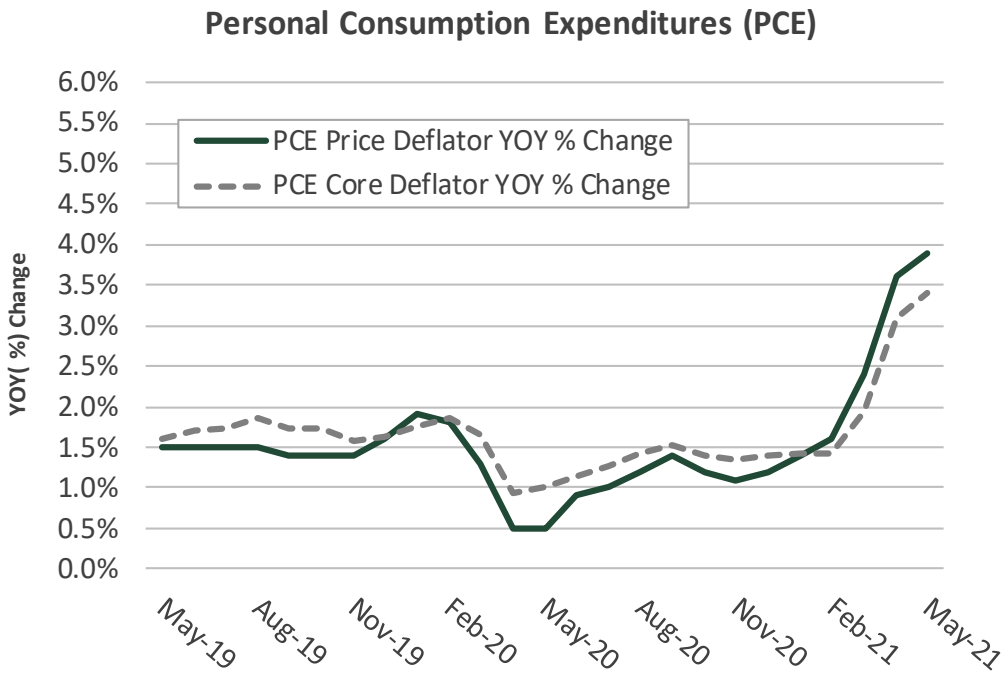

*Source: US Department of Labor*

In the most recent week, the number of initial jobless claims was 360,000 versus 386,000 in the prior week. The level of continuing unemployment claims (where the data is lagged by one week) declined modestly to 3.241 million versus 3.367 million in the prior week. Although continuing jobless claims have declined significantly from the peak of nearly 25 million last May, they remained above the 2019 (pre-pandemic) average of 1.7 million.

# Inflation



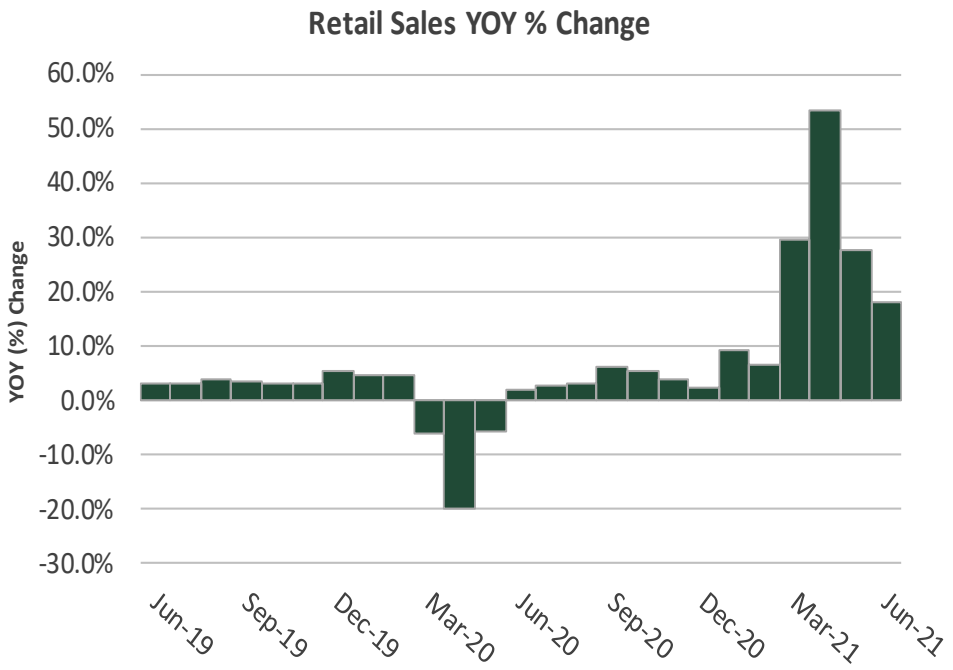

*Source: US Department of Labor*



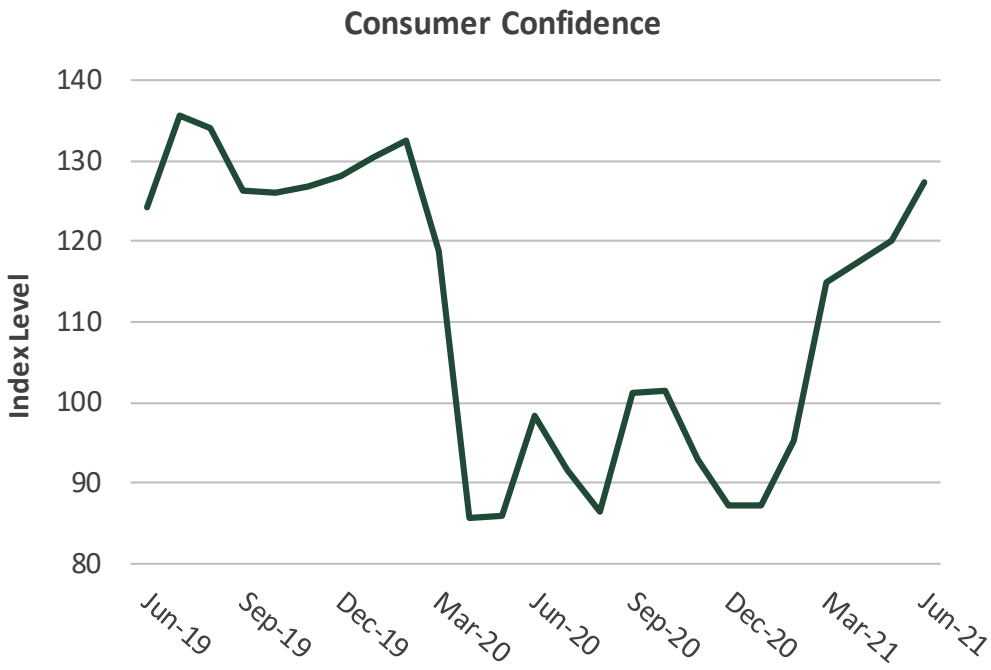

*Source: US Department of Commerce*

The Consumer Price Index (CPI) was up 5.4% year-over-year in June versus up 5.0% in May. Core CPI (CPI less food and energy) was up 4.5% year-over-year in June, versus up 3.8% in May. The Personal Consumption Expenditures (PCE) index was up 3.9% year-over-year in May, versus up 3.6% year-over-year in April. Core PCE was up 3.4% year-over-year in May, versus up 3.1% year-over-year in April. Current inflation readings are running well above the Fed's longer-run target of around 2.0%. However, the Fed believes that much (if not all) of the recent pricing pressure have been caused by pandemic-related factors (e.g., base effects and supply chain disruptions). Fed policymakers have reiterated that they believe most of those factors will be temporary.

# Consumer




*Source: US Department of Commerce*

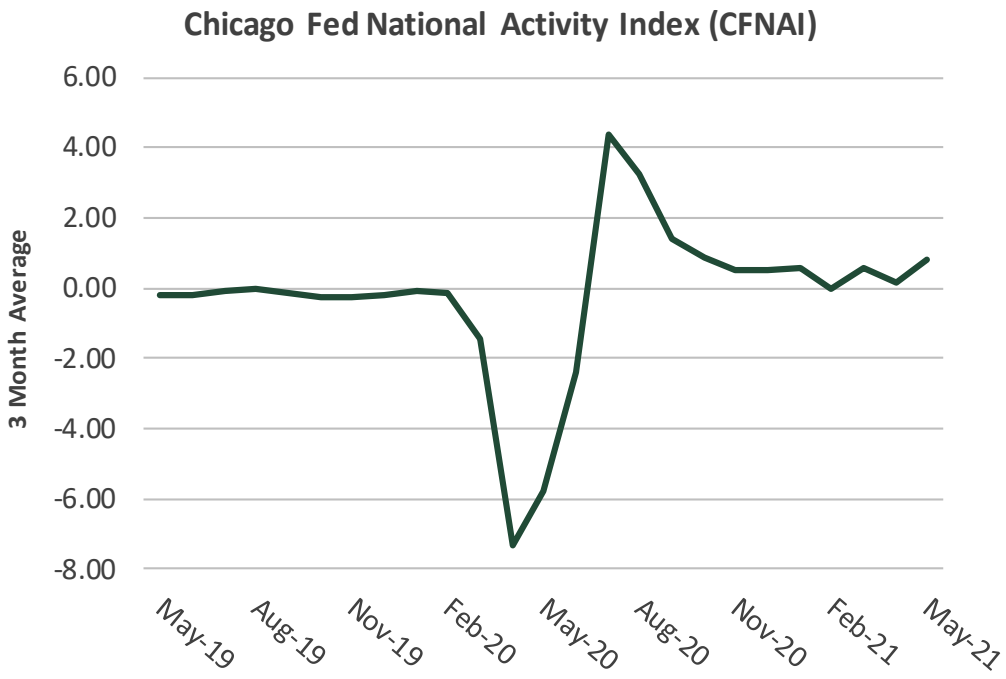



*Source: The Conference Board*

On a year-over-year basis, retail sales were up 18.0% in June versus up 27.6% in May. Year-over-year gains were fueled in part by the drop-off in spending and activity during the pandemic last year. On a month-over-month basis, retail sales increased 0.6% in June (exceeding expectations), following a 1.7% decline in May. Retail sales have been somewhat uneven on a monthly basis due to the timing of fiscal stimulus and economic reopening. Overall, we believe ongoing fiscal support, an improving labor market, and further progress on vaccinations should continue to support consumer spending. The Consumer Confidence index jumped to 127.3 in June from 120.0 in May, reflecting a strong view of current conditions and a more upbeat outlook.

# Economic Activity

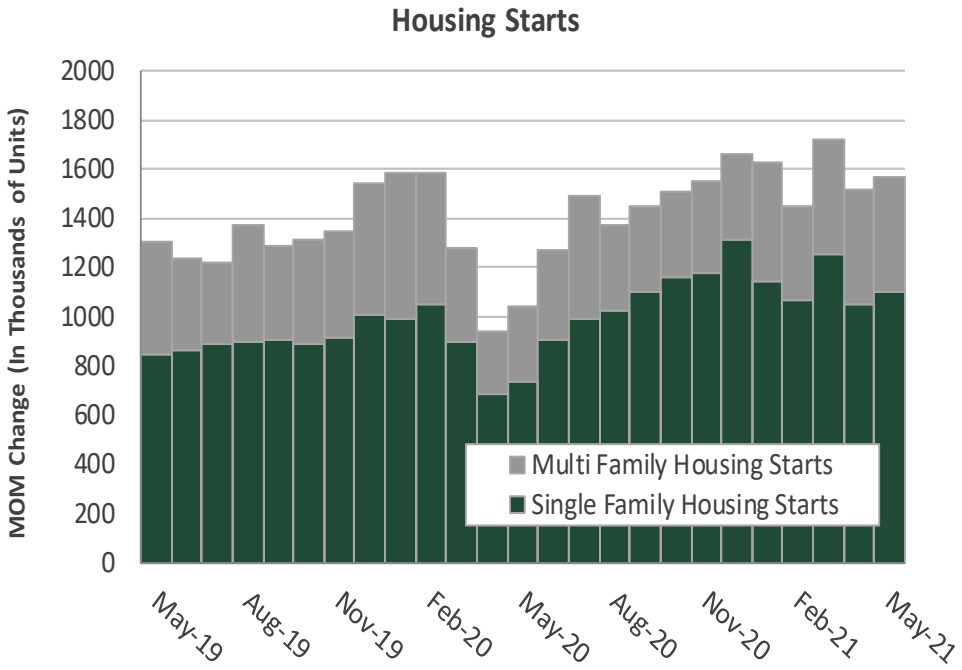
*Source: The Conference Board*



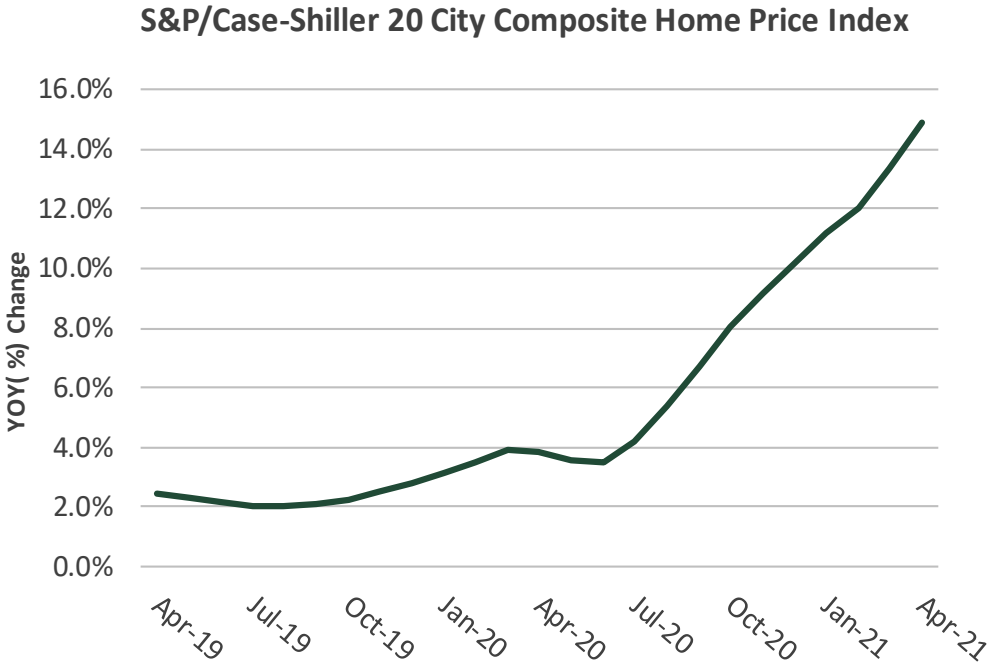

*Source: Federal Reserve Bank of Chicago*

The Conference Board's Leading Economic Index (LEI) increased 1.3% month-over-month in May (in line with expectations), following a 1.3% increase in April. On a year-over-year basis, the LEI was up 14.7% in May against a severe decline in the index during the early stage of the pandemic last year. According to the Conference Board, the index suggests that economic growth will remain strong in the near term. Meanwhile, the Chicago Fed National Activity Index (CFNAI) increased to 0.29 in May from -0.09 in April. On a 3-month moving average basis, the CFNAI increased to 0.81 in May from 0.17 in April, and it continues to signal above-trend economic growth.

# Housing



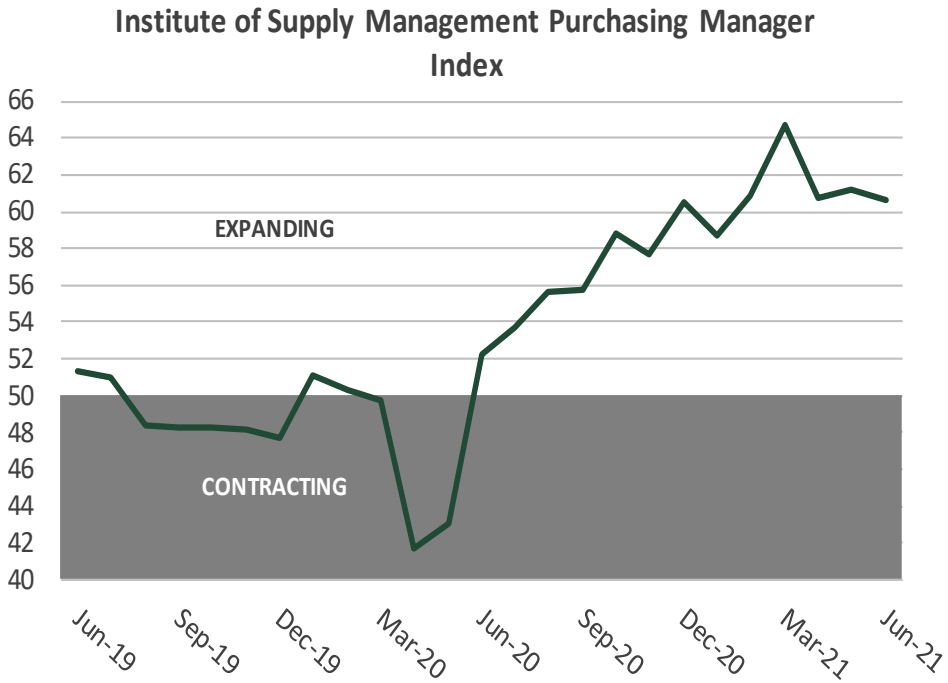

*Source: US Department of Commerce*




*Source: S&P*

Total housing starts rose 3.6% in May to an annual pace of 1,572,000. Single-family starts rose 4.2% in May while multi-family starts were up 2.4%. On a year-over-year basis, housing starts were up 50.3% in May, due in part to the steep decline in activity during the early stage of the pandemic last year. According to the Case-Shiller 20-City home price index, home prices were up 14.9% year-over-year in April versus up 13.4% year-over-year in March. Low inventory and strong demand continue to put upward pressure on home prices.

# Manufacturing




*Source: Institute for Supply Management*

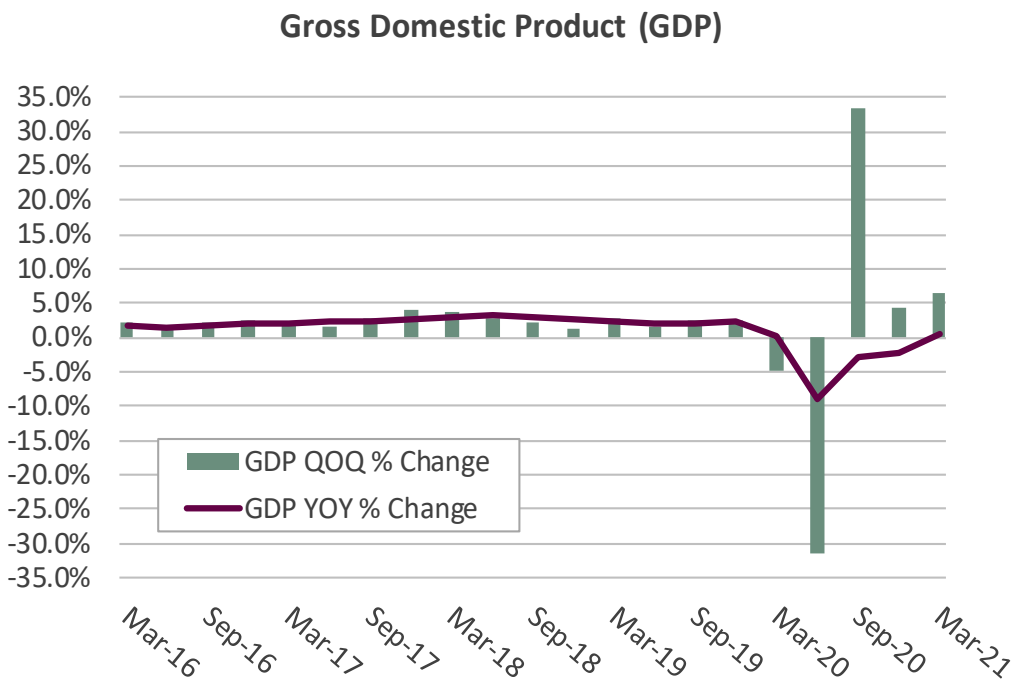
*Source: Federal Reserve*

The Institute for Supply Management (ISM) manufacturing index eased slightly to 60.6 in June from 61.2 in May. The index continues to point to strength in manufacturing, as readings above 50.0 are indicative of expansion in the manufacturing sector. We believe a weaker US dollar has been supportive of the US manufacturing sector during the pandemic, though the dollar index has been creeping higher since the end of May. The Industrial Production index was up 9.8% year-over-year in June, versus up 16.1% in May. The year-over-year rates are distorted by the effects of the pandemic last year. On a month-over-month basis, the Industrial Production index increased 0.4% in June, following a 0.7% increase in May. Capacity Utilization increased to 75.4% in June from 75.1% in May but remains well below the long-run average of 79.8%. Chip shortages continue to weigh on activity in the manufacturing sector.

# Gross Domestic Product (GDP)

| Components of GDP | 6/20 | 9/20 | 12/20 | 3/21 |
|---|---|---|---|---|
| Personal Consumption Expenditures | -24.0% | 25.4% | 1.6% | 7.4% |
| Gross Private Domestic Investment | -8.8% | 12.0% | 4.4% | -0.6% |
| Net Exports and Imports | 0.6% | -3.2% | -1.5% | -1.5% |
| Federal Government Expenditures | 1.2% | -0.4% | -0.1% | 0.9% |
| State and Local (Consumption and Gross Investment) | -0.4% | -0.4% | -0.1% | 0.1% |
| **Total** | **-31.4%** | **33.4%** | **4.3%** | **6.4%** |

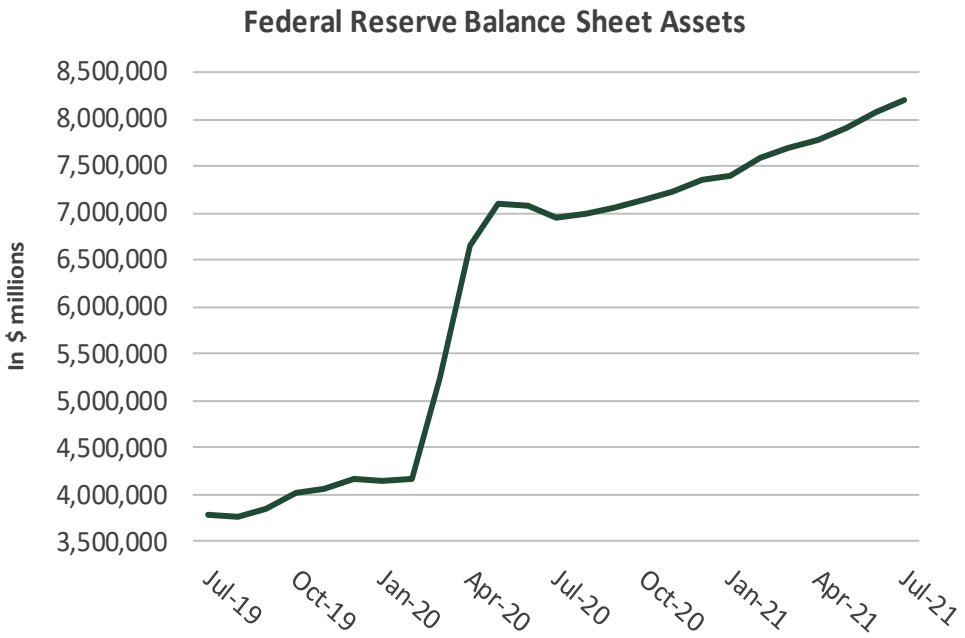
*Source: US Department of Commerce*



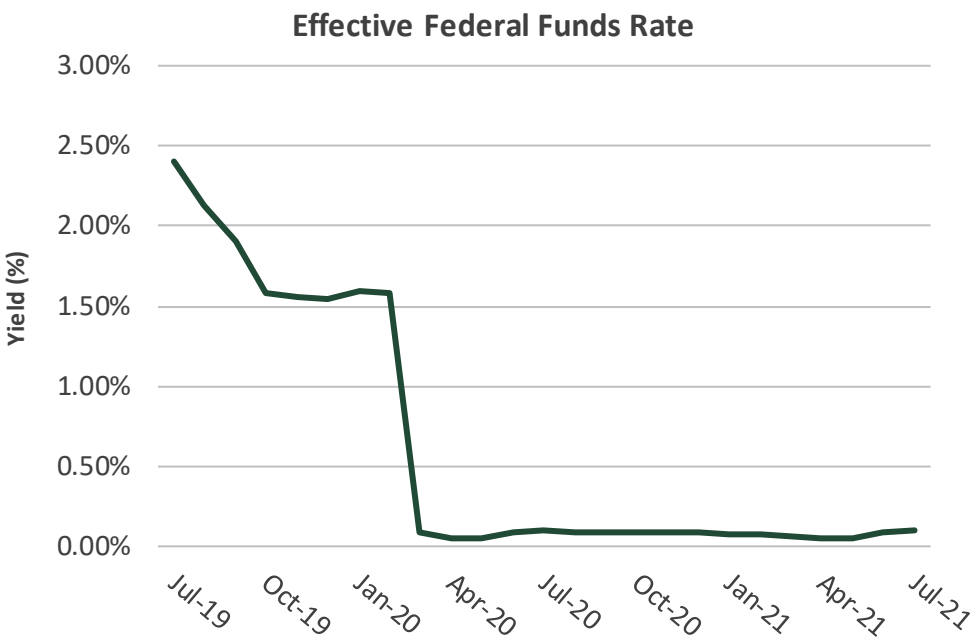

*Source: US Department of Commerce*

US economic growth accelerated in the first quarter. According to the third estimate, real US gross domestic product (GDP) grew at an annualized rate of 6.4% in the first quarter, following 4.3% growth in the fourth quarter of 2020. Economic growth is believed to have accelerated even further in the second quarter to an annualized rate of 9.0%. The consensus forecast for full year 2021 US gross domestic product growth is 6.6%, following a 3.5% decline in 2020.

# Federal Reserve



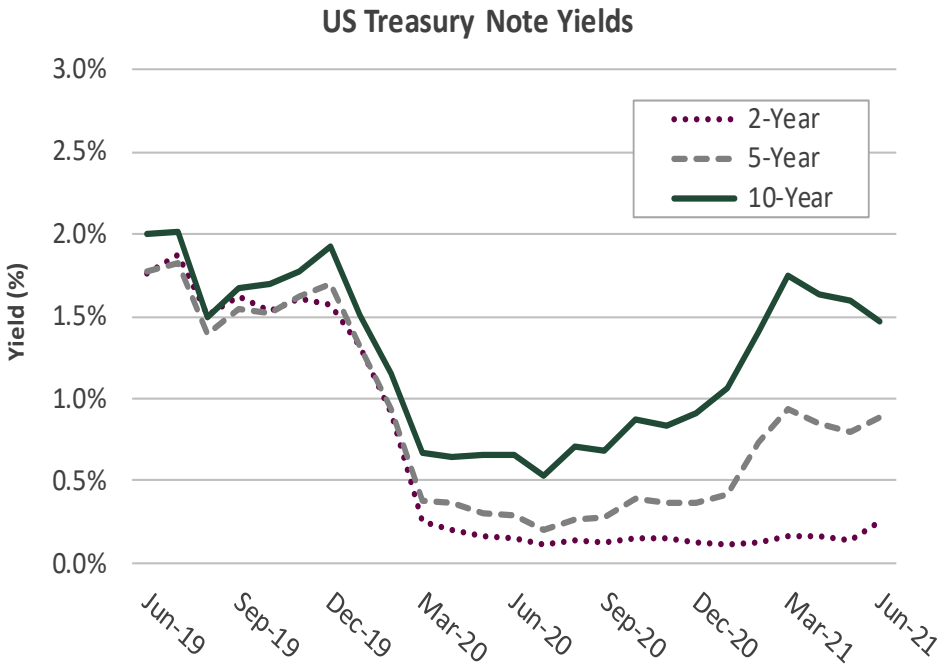

*Source: Federal Reserve*



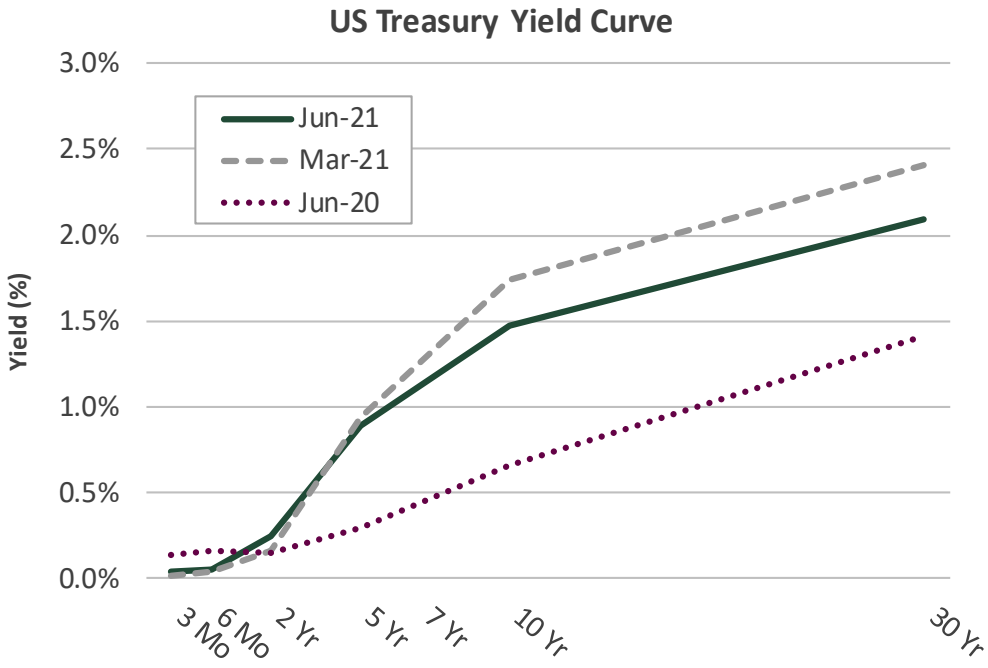

*Source: Bloomberg*

Last year, the Fed took a wide range of aggressive actions to help stabilize and provide liquidity to the financial markets. The Fed lowered the fed funds target rate to a range of 0.0%-0.25% and continues to purchase Treasury and agency mortgage-backed securities to support smooth market functioning. Last year, policymakers reinstated the Commercial Paper Funding Facility and Money Market Mutual Fund Liquidity Facility. The Fed also established the Primary Market Corporate Credit Facility, Secondary Market Corporate Credit Facility, Term Asset-Backed Securities Loan Facility, Paycheck Protection Program Liquidity Facility, Main Street Lending Facility, and Municipal Liquidity Facility. The Fed has also provided short-term funding through large-scale repo operations and lowered the reserve requirement for depository institutions. Notably, many of the Fed's lending facilities expired at the end of 2020, including the Fed's corporate credit, asset-backed securities, municipal lending, and Main Street Lending programs. In June 2021, the Fed announced plans to gradually unwind its corporate credit facility and expects to sell the full portfolio by year-end.

# Bond Yields




*Source: Bloomberg*




*Source: Bloomberg*

The treasury yield curve is steeper on a year-over-year basis. The 3-month T-bill yield was about nine basis points lower, while the 2-year Treasury yield was about ten basis points higher, and the 10-Year Treasury yield was about 81 basis points higher, year-over-year, as of June month-end. The Fed has signaled plans to keep the front end of the Treasury yield curve anchored near zero until 2023. We believe longer-term rates still have room to move higher this year.

# Section 2 | Account Profile

# Objectives

*As of June 30, 2021*

## Investment Objectives

The investment objectives for the City of Pittsburg, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

## Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

## Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the City's investment policy and California Government Code.

# Compliance

*As of June 30, 2021*

## City of Pittsburg Managed Consolidated

*This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.*

| Category | Standard | Comment |
|---|---|---|
| Treasury Issues | No limit | *Complies* |
| Agency Issues | No limit | *Complies* |
| Supranationals | "AA" rated or one of the two highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; USD denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, IADB | *Complies* |
| Municipal Obligations | "A" rated or one of the top three rating categories by a NRSRO; 30% maximum; 5% max per issuer | *Complies* |
| Banker's Acceptances | "A-1" rated or highest short-term rating category by a NRSRO; 40% maximum; 5% max per issuer; 180 days max maturity | *Complies* |
| Commercial Paper | "A-1" rated or higher by a NRSRO; "A" long-term rated issuer or higher by a NRSRO, if any; 25% maximum; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets >$500 million; 10% max of the outstanding commercial paper of any single issuer. | *Complies* |
| Negotiable Certificates of Deposit (NCD) | AA- rated or one of the two highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; Issued by nationally or state-chartered bank, a savings association or federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. | *Complies* |
| Time Deposits/Certificates of Deposit (CD) | "A" rated or one of the three highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; 1 year max maturity; FDIC insured or fully collateralized in financial institutions located in California, including US branches of foreign banks licensed to do business in California | *Complies* |
| Corporate Medium Term Notes | "A" rated or one of the three highest categories by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S. | *Complies* |
| Asset-Backed (ABS), Mortgage-Backed Securities; Pass-Throughs, CMOs | "AA" rated or one of the two highest rating categories by a NRSRO; "A" rated issuer or one of two highest rating categories by a NRSRO; 20% maximum; 5% max per issuer | *Complies* |
| Money Market Mutual Funds | Highest rating or "AAA" rated by two NRSROs; or SEC registered adviser with AUM >$500 million and experience greater than 5 years; 20% maximum; 10% max per fund | *Complies* |
| Local Agency Investment Fund (LAIF) | $50 million maximum; Not used by IA | *Complies* |
| California Asset Management Program (CAMP) | pursuant to CGC 53601; Not used by IA | *Complies* |

# Compliance

*As of June 30, 2021*

## City of Pittsburg Managed Consolidated

*This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.*

| Category | Standard | Comment |
|---|---|---|
| Repurchase Agreements | "A" rated or one of the three highest categories by two NRSROs; 15% maximum; 5% max per issuer; 90 days max maturity; 102% collateralized; Not used by IA | *Complies* |
| Prohibited | Common stocks, Futures contracts, Options, Inverse floaters, Range notes, Mortgage derived Interest-only strips, Zero interest accrual securities, Any purchase of any security not listed in Section 8-Eligible Investments of the Investment Policy, unless approved by the City Council | *Complies* |
| Max Per Fund | 10% per fund, with the exception of US Treasuries, Federal Agencies, and authorized pools | *Complies* |
| Max Per Issuer | 5% of portfolio per issuer, with the exception of US Treasuries, Federal Agencies, and authorized pools | *Complies* |
| Diversification | With the exception of US Treasury securities, Federal Agency securities, and authorized pools, no more than 30% of the total portfolio, and less where stated, will be invested in a single security type with no more than 5% invested with a single issuer. | *Complies* |
| Maximum maturity | 5 years | *Complies* |

# Account Structure

*As of June 30, 2021*

| | Original Cost | Market Value | % of Portfolio |
|---|---|---|---|
| **Funds Managed Internally** | | | |
| Cash Equivalents | 13,185,769.17 | 13,185,769.17 | 6.68% |
| Investment Pools | 74,811,717.69 | 74,817,924.83 | 37.91% |
| Additional Bonded Debt Funds | 44,545,816.12 | 44,566,010.20 | 22.58% |
| **Total** | **132,543,302.98** | **132,569,704.20** | **67.17%** |
| **Funds Managed by City's Investment Advisor** | | | |
| Operating Funds | 56,268,190.09 | 56,862,107.22 | 28.81% |
| Bond Managed Reserve | 5,986,876.17 | 5,986,876.17 | 3.03% |
| **Total** | **62,255,066.26** | **62,848,983.39** | **31.84%** |
| **City's Section 115 Trust** | | | |
| Section 115 Trust | 1,781,804.57 | 1,954,216.93 | 0.99% |
| **Total** | **1,781,804.57** | **1,954,216.93** | **0.99%** |
| **Total City Funds** | **196,580,173.81** | **197,372,904.52** | **100.00%** |

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

# Sector Allocation

*As of June 30, 2021*

| Security Type | Original Cost | Market Value | % of Portfolio | Average Maturity | Average Yield |
|---|---|---|---|---|---|
| **Operating Funds** | | | | | |
| Cash Equivalents[1] | 13,185,769.17 | 13,185,769.17 | 9.10% | 1 | N/A |
| Money Market Funds | 65,840.51 | 65,840.51 | 0.05% | 1 | 0.01% |
| Investment Pools[2] | 74,811,717.69 | 74,817,924.83 | 51.65% | 1 | N/A |
| **Total Liquidity** | **88,063,327.37** | **88,069,534.51** | **60.79%** | **1** | **0.01%** |
| U.S. Treasury Notes | 15,011,942.76 | 15,276,190.15 | 10.55% | 606 | 1.51% |
| Federal Agency Securities | 26,765,916.00 | 27,021,163.88 | 18.65% | 686 | 0.98% |
| Medium-Term Corporate Notes | 9,987,588.35 | 10,026,096.61 | 6.92% | 847 | 1.24% |
| Asset-Backed Securities | 1,629,783.30 | 1,631,357.24 | 1.13% | 1336 | 0.46% |
| Supranationals | 2,426,459.90 | 2,455,783.56 | 1.70% | 796 | 1.02% |
| Collateralized Mortgage Obligations | 380,659.27 | 385,675.27 | 0.27% | 416 | 2.83% |
| **Total Securities** | **56,202,349.58** | **56,796,266.71** | **39.21%** | **715** | **1.17%** |
| **Total Operating Funds** | **144,265,676.95** | **144,865,801.22** | **100.00%** | **281** | **0.46%** |
| **Bonded Debt Funds** | | | | | |
| Pittsburg Pension Bond | 3,109,482.63 | 3,109,482.63 | 6.15% | 1 | 0.01% |
| Pittsburg AD Auto Mall | 328,803.07 | 328,803.07 | 0.65% | 1 | 0.01% |
| Pittsburg AD Vista DM | 758,003.28 | 758,003.28 | 1.50% | 1 | 0.01% |
| Pittsburg 2011A PIFA AD Ser | 1,556,196.26 | 1,556,196.26 | 3.08% | 1 | 0.01% |
| Pittsburg 2011B PIFA AD Ser | 234,390.93 | 234,390.93 | 0.46% | 1 | 0.01% |
| Additional Bonded Debt Funds[3] | 44,545,816.12 | 44,566,010.20 | 88.16% | N/A | N/A |
| **Total Bonded Debt Funds** | **50,532,692.29** | **50,552,886.37** | **100.00%** | **1** | **0.01%** |
| **Section 115 Trust** | | | | | |
| Equity Mutual Fund[2] | 1,781,804.57 | 1,954,216.93 | | | |
| **Total Section 115 Trust Funds** | **1,781,804.57** | **1,954,216.93** | **100.00%** | **N/A** | **N/A** |
| **Total City Funds** | **196,580,173.81** | **197,372,904.52** | | | |

[1,2]Funds not managed by City's investment adviser; [3]Bonded Debt Funds not managed, nor tracked by City's investment adviser

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

# Portfolio Characteristics

*As of June 30, 2021*

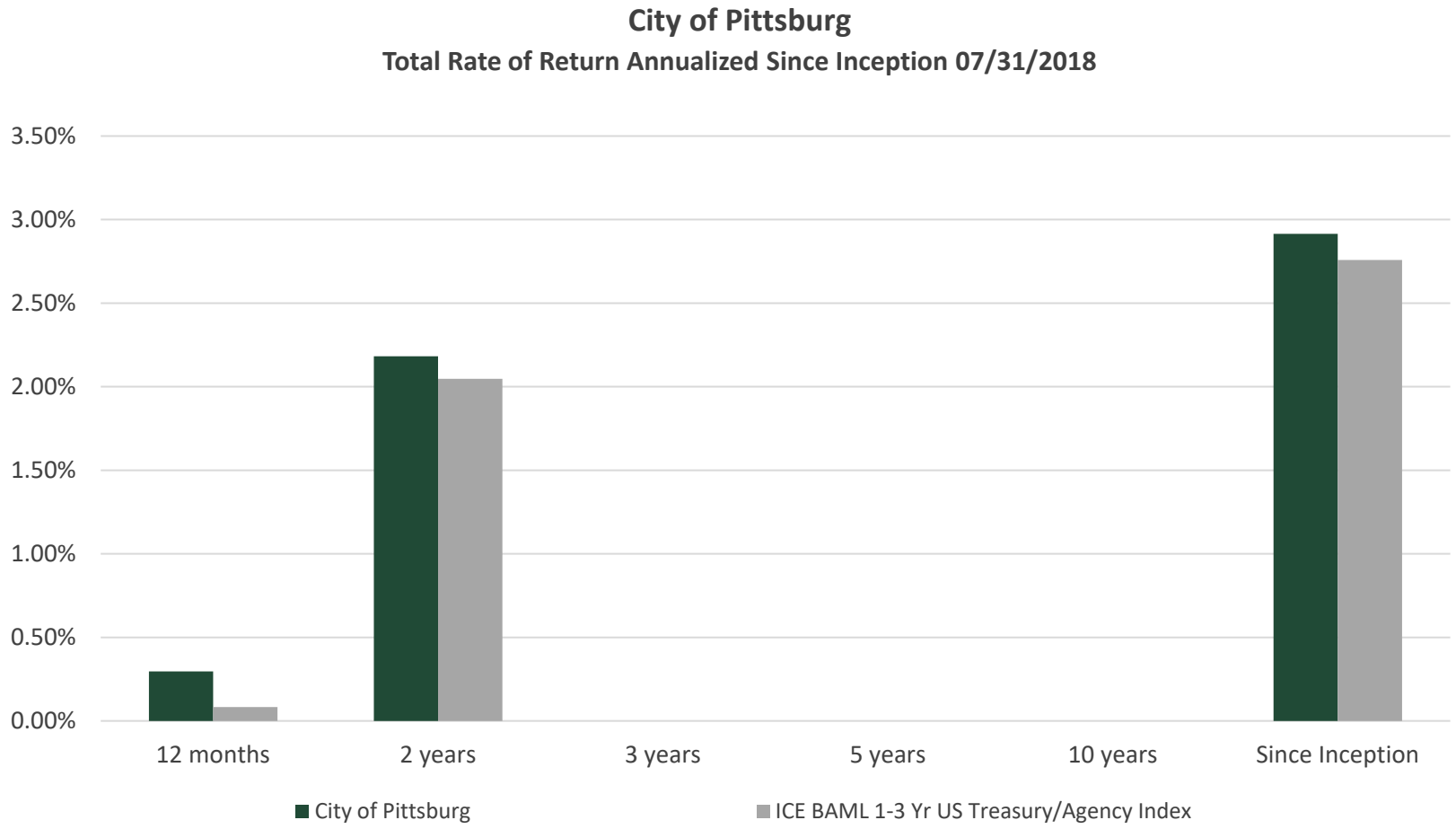
**City of Pittsburg Managed Consolidated**

| | 6/30/2021 Portfolio | 3/31/2021 Portfolio |
|---|---|---|
| **Average Maturity (yrs)** | 1.95 | 1.89 |
| **Modified Duration** | 1.84 | 1.80 |
| **Average Purchase Yield** | 1.17% | 1.25% |
| **Average Market Yield** | 0.30% | 0.28% |
| **Average Quality*** | AA/Aa1 | AA+/Aa1 |
| **Market Value**** | 56,862,107 | 56,843,724 |

**Portfolio is S&P and Moody's, respectively.*
***Excludes accrued interest*

# Investment Performance

*As of June 30, 2021*




| | | | *Annualized* | | | | |
|---|---|---|---|---|---|---|---|
| ***TOTAL RATE OF RETURN*** | **3 months** | **12 months** | **2 years** | **3 years** | **5 years** | **10 years** | **Since Inception** |
| City of Pittsburg | 0.02% | 0.30% | 2.18% | N/A | N/A | N/A | 2.91% |
| ICE BAML 1-3 Yr US Treasury/Agency Index | -0.03% | 0.08% | 2.05% | N/A | N/A | N/A | 2.76% |

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

# Portfolio Characteristics

*As of June 30, 2021*

## City of Pittsburg Bond Reserve Consolidated

| | 6/30/2021 Portfolio | 3/31/2021 Portfolio |
|---|---|---|
| **Average Maturity (yrs)** | 0.00 | 0.00 |
| **Modified Duration** | 0.00 | 0.00 |
| **Average Purchase Yield** | 0.01% | 0.01% |
| **Average Market Yield** | 0.01% | 0.01% |
| **Average Quality*** | AAA/Aaa | AAA/Aaa |
| **Market Value**** | 5,986,876 | 5,986,725 |

**Portfolio is S&P and Moody's, respectively.*
***Excludes accrued interest*

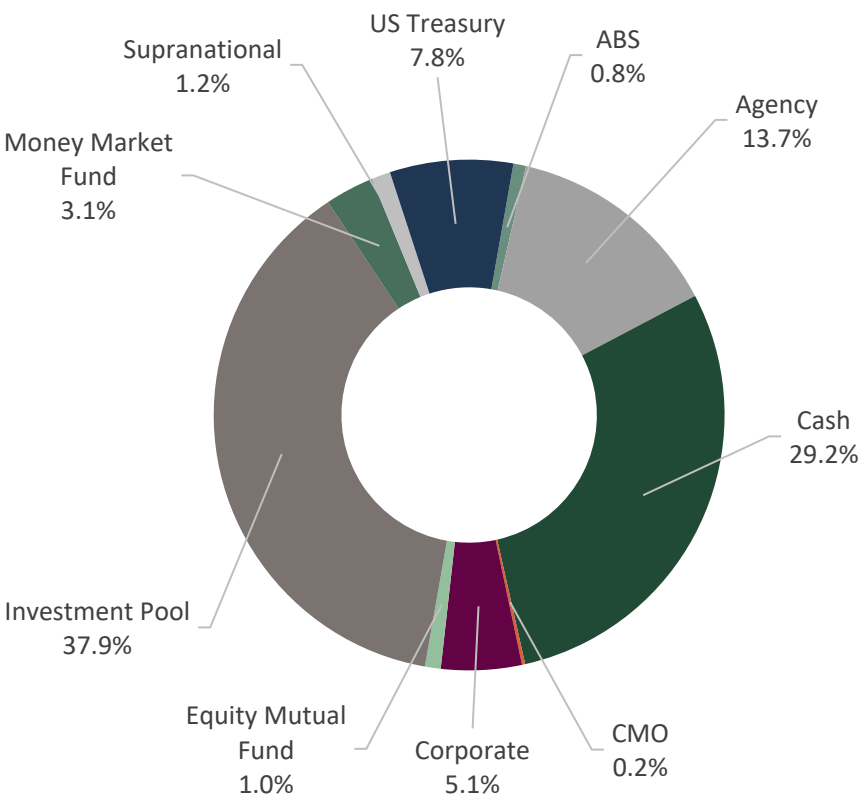
# Section 3 | Consolidated Information

# Sector Distribution

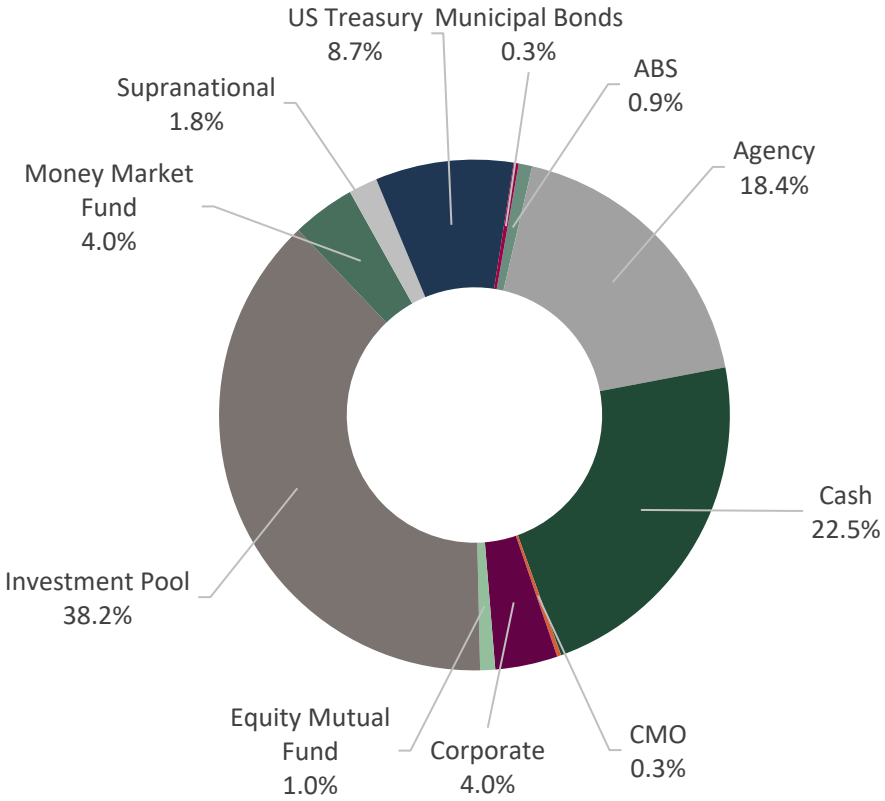
*As of June 30, 2021*

## City of Pittsburg Total Consolidated

### June 30, 2021




### March 31, 2021



# Issuers

*As of June 30, 2021*

## City of Pittsburg Total Consolidated – Account #10638

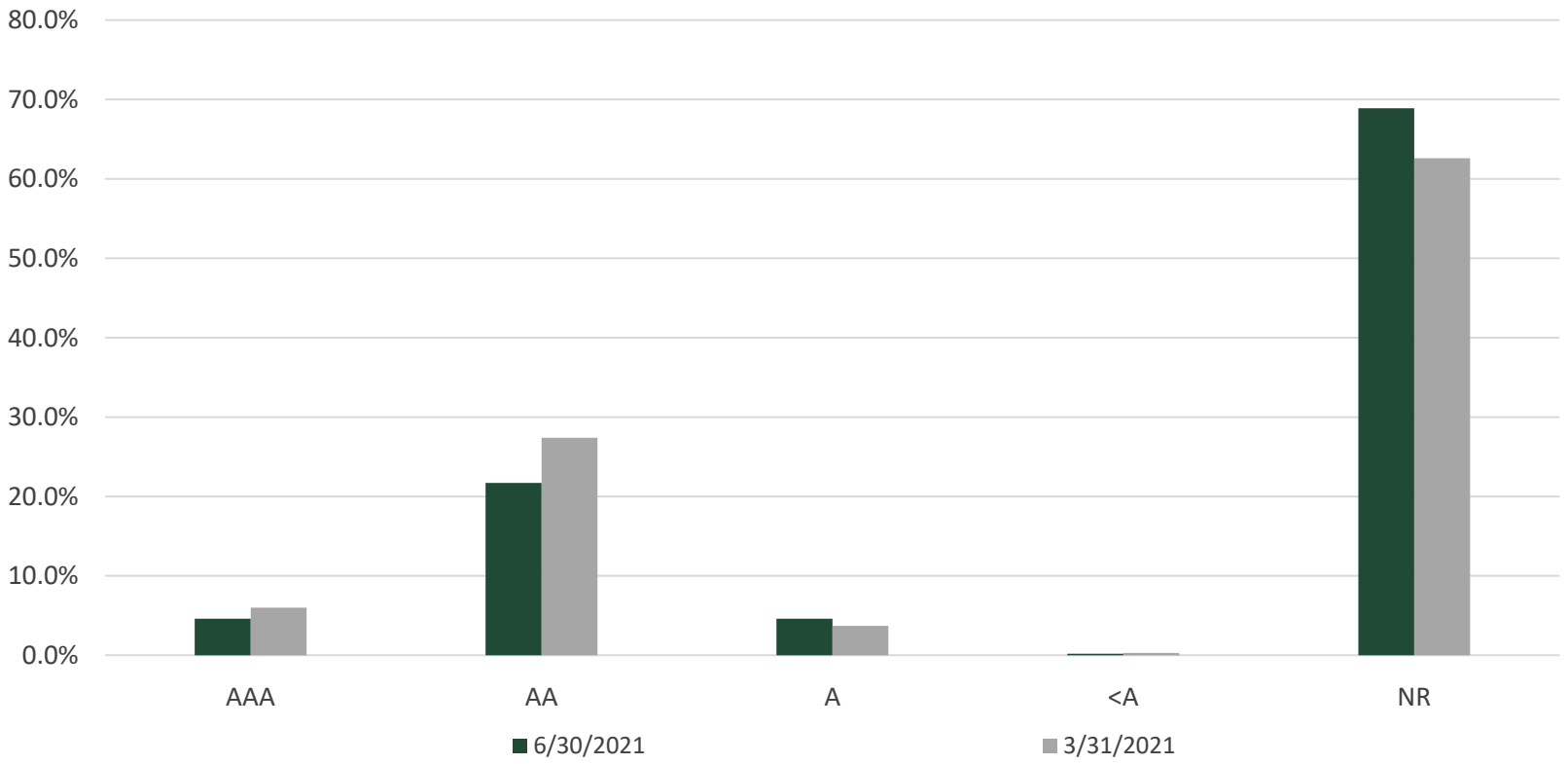
| Issue Name | Investment Type | S&P Rating | Moody Rating | % Portfolio |
|---|---|---|---|---|
| City of Pittsburg | Investment Pool | NR | NR | 37.88% |
| City of Pittsburg | Cash | NR | NR | 29.24% |
| Government of United States | US Treasury | AA+ | Aaa | 7.76% |
| Federal Home Loan Mortgage Corp | Agency | AA+ | Aaa | 4.10% |
| Federal Home Loan Bank | Agency | AA+ | Aaa | 3.37% |
| Federal Farm Credit Bank | Agency | AA+ | Aaa | 3.25% |
| Wells Fargo Adv Tsy Plus Money Market Fund | Money Market Fund | AAA | Aaa | 3.03% |
| Federal National Mortgage Association | Agency | AA+ | Aaa | 2.99% |
| City of Pittsburg PARS 115 Trust | Equity Mutual Fund | NR | NR | 0.99% |
| Intl Bank Recon and Development | Supranational | AAA | Aaa | 0.87% |
| Bank of New York | Corporate | A | A1 | 0.52% |
| JP Morgan Chase & Co | Corporate | A- | A2 | 0.50% |
| Toyota Motor Corp | Corporate | A+ | A1 | 0.46% |
| Deere & Company | Corporate | A | A2 | 0.46% |
| Toronto Dominion Holdings | Corporate | A | Aa3 | 0.40% |
| Inter-American Dev Bank | Supranational | AAA | Aaa | 0.38% |
| Paccar Financial | Corporate | A+ | A1 | 0.37% |
| Charles Schwab Corp/The | Corporate | A | A2 | 0.37% |
| Truist Financial Corporation | Corporate | A- | A3 | 0.37% |
| Caterpillar Inc | Corporate | A | A2 | 0.36% |
| US Bancorp | Corporate | A+ | A1 | 0.28% |
| Bank of America Corp | Corporate | A- | A2 | 0.27% |
| Royal Bank of Canada | Corporate | A | A2 | 0.27% |
| Toyota ABS | ABS | NR | Aaa | 0.26% |
| John Deere ABS | ABS | NR | Aaa | 0.24% |
| Citigroup Inc | Corporate | BBB+ | A3 | 0.24% |
| Amazon.com Inc | Corporate | AA | A1 | 0.23% |
| Federal Home Loan Mortgage Corp | CMO | NR | Aaa | 0.19% |
| Mercedes-Benz Auto Lease Trust | ABS | AAA | NR | 0.14% |
| Toyota ABS | ABS | AAA | NR | 0.12% |
| Honda ABS | ABS | NR | Aaa | 0.07% |
| Wells Fargo Advantage Govt Money Market Fund | Money Market Fund | AAA | Aaa | 0.03% |
| Federal National Mortgage Association | CMO | NR | NR | 0.00% |
| **TOTAL** | | | | **100%** |

# Quality Distribution

*As of June 30, 2021*

**City of Pittsburg Total Consolidated**

**June 30, 2021 vs. March 31, 2021**




| | AAA | AA | A | <A | NR |
|---|---|---|---|---|---|
| 06/30/21 | 4.6% | 21.7% | 4.6% | 0.2% | 68.9% |
| 03/31/21 | 6.0% | 27.4% | 3.7% | 0.3% | 62.6% |

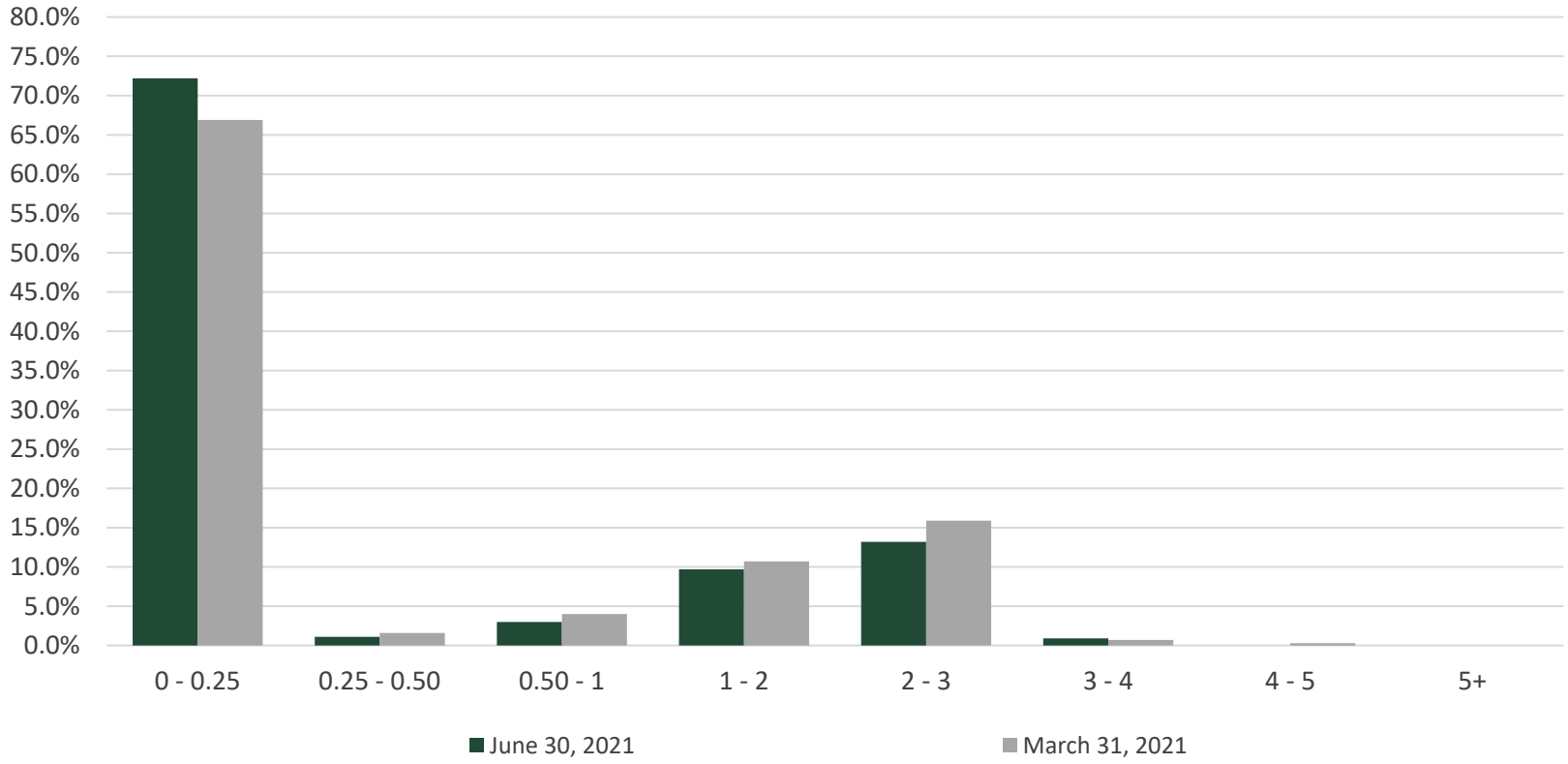
*Source: S&P Ratings*

# Duration Distribution

*As of June 30, 2021*

**City of Pittsburg Total Consolidated**

**June 30, 2021 vs. March 31, 2021**




| | 0 - 0.25 | 0.25 - 0.50 | 0.50 - 1 | 1 - 2 | 2 - 3 | 3 - 4 | 4 - 5 | 5+ |
|---|---|---|---|---|---|---|---|---|
| 06/30/21 | 72.2% | 1.1% | 3.0% | 9.7% | 13.2% | 0.9% | 0.0% | 0.0% |
| 03/31/21 | 66.9% | 1.6% | 4.0% | 10.7% | 15.9% | 0.7% | 0.3% | 0.0% |

# Section 3 | Portfolio Holdings

# Holdings Report

*As of June 30, 2021*

## City of Pittsburg Total Consolidated - Account #10638

| CUSIP | Security Description | Par Value/Units | Purchase Date<br>Book Yield | Cost Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port.<br>Gain/Loss | Moody/S&P<br>Fitch | Maturity<br>Duration |
|---|---|---|---|---|---|---|---|---|---|
| **ABS** | | | | | | | | | |
| 47789KAC7 | John Deere Owner Trust 2020-A A3 | 270,000.00 | 03/04/2020 | 269,983.50 | 100.77 | 272,078.19 | 0.14% | Aaa / NR | 3.13 |
| | 1.100% Due 08/15/2024 | | 1.11% | 269,988.36 | 0.34% | 132.00 | 2,089.83 | AAA | 1.01 |
| 58769KAD6 | Mercedes-Benz Auto Lease Trust 2021-B A3 | 275,000.00 | 06/22/2021 | 274,979.24 | 99.95 | 274,864.15 | 0.14% | NR / AAA | 3.38 |
| | 0.400% Due 11/15/2024 | | 0.40% | 274,979.28 | 0.42% | 6.11 | (115.13) | AAA | 2.06 |
| 89236XAC0 | Toyota Auto Receivables 2020-D A3 | 235,000.00 | 10/06/2020 | 234,956.22 | 100.09 | 235,213.38 | 0.12% | NR / AAA | 3.55 |
| | 0.350% Due 01/15/2025 | | 0.36% | 234,963.57 | 0.28% | 36.56 | 249.81 | AAA | 1.32 |
| 43813GAC5 | Honda Auto Receivables Trust 2021-1 A3 | 140,000.00 | 02/17/2021 | 139,997.44 | 99.93 | 139,901.16 | 0.07% | Aaa / NR | 3.81 |
| | 0.270% Due 04/21/2025 | | 0.27% | 139,997.73 | 0.32% | 10.50 | (96.57) | AAA | 1.49 |
| 89240BAC2 | Toyota Auto Receivables Owners 2021-A A3 | 510,000.00 | 02/02/2021 | 509,905.34 | 99.91 | 509,559.36 | 0.26% | Aaa / NR | 3.88 |
| | 0.260% Due 05/15/2025 | | 0.27% | 509,917.31 | 0.32% | 58.93 | (357.95) | AAA | 1.58 |
| 47788UAC6 | John Deere Owner Trust 2021-A A3 | 200,000.00 | 03/02/2021 | 199,961.56 | 99.87 | 199,741.00 | 0.10% | Aaa / NR | 4.21 |
| | 0.360% Due 09/15/2025 | | 0.37% | 199,964.86 | 0.43% | 32.00 | (223.86) | AAA | 1.92 |
| | | | | **1,629,783.30** | | **1,631,357.24** | **0.83%** | **Aaa / AAA** | **3.66** |
| **TOTAL ABS** | | **1,630,000.00** | **0.46%** | **1,629,811.11** | **0.35%** | **276.10** | **1,546.13** | **Aaa** | **1.56** |
| **Agency** | | | | | | | | | |
| 3135G0V59 | FNMA Note | 875,000.00 | 04/17/2019 | 870,642.50 | 101.66 | 889,543.38 | 0.45% | Aaa / AA+ | 0.78 |
| | 2.250% Due 04/12/2022 | | 2.42% | 873,860.65 | 0.13% | 4,320.31 | 15,682.73 | AAA | 0.78 |
| 3133ELYR9 | FFCB Note | 620,000.00 | 04/30/2020 | 619,212.60 | 100.11 | 620,708.66 | 0.31% | Aaa / AA+ | 0.85 |
| | 0.250% Due 05/06/2022 | | 0.31% | 619,666.70 | 0.12% | 236.81 | 1,041.96 | AAA | 0.85 |
| 313379Q69 | FHLB Note | 1,100,000.00 | 05/20/2019 | 1,096,205.00 | 101.91 | 1,121,027.60 | 0.57% | Aaa / AA+ | 0.95 |
| | 2.125% Due 06/10/2022 | | 2.24% | 1,098,830.22 | 0.10% | 1,363.54 | 22,197.38 | AAA | 0.94 |
| 3137EAET2 | FHLMC Note | 1,000,000.00 | 07/27/2020 | 997,910.00 | 100.02 | 1,000,223.00 | 0.51% | Aaa / AA+ | 1.07 |
| | 0.125% Due 07/25/2022 | | 0.23% | 998,881.69 | 0.10% | 541.67 | 1,341.31 | AAA | 1.07 |
| 3135G0W33 | FNMA Note | 965,000.00 | 09/05/2019 | 961,641.80 | 101.44 | 978,874.77 | 0.50% | Aaa / AA+ | 1.19 |
| | 1.375% Due 09/06/2022 | | 1.49% | 963,676.33 | 0.16% | 4,238.63 | 15,198.44 | AAA | 1.17 |
| 3133EKY91 | FFCB Note | 1,000,000.00 | 10/08/2019 | 997,430.00 | 101.59 | 1,015,857.00 | 0.52% | Aaa / AA+ | 1.28 |
| | 1.375% Due 10/11/2022 | | 1.46% | 998,904.94 | 0.14% | 3,055.56 | 16,952.06 | AAA | 1.27 |
| 3130AFE78 | FHLB Note | 1,300,000.00 | 01/18/2019 | 1,312,207.00 | 104.04 | 1,352,469.30 | 0.69% | Aaa / AA+ | 1.44 |
| | 3.000% Due 12/09/2022 | | 2.74% | 1,304,531.32 | 0.20% | 2,383.33 | 47,937.98 | AAA | 1.42 |
| 3133EKUA2 | FFCB Note | 700,000.00 | 07/23/2019 | 699,825.00 | 102.65 | 718,517.80 | 0.37% | Aaa / AA+ | 1.59 |
| | 1.850% Due 02/01/2023 | | 1.86% | 699,921.20 | 0.18% | 5,395.83 | 18,596.60 | AAA | 1.56 |
| 3133ELNW0 | FFCB Note | 1,000,000.00 | 02/19/2020 | 999,970.00 | 102.06 | 1,020,605.00 | 0.52% | Aaa / AA+ | 1.65 |
| | 1.450% Due 02/21/2023 | | 1.45% | 999,983.58 | 0.19% | 5,236.11 | 20,621.42 | AAA | 1.62 |

# Holdings Report

*As of June 30, 2021*

## City of Pittsburg Total Consolidated - Account #10638

| CUSIP | Security Description | Par Value/Units | Purchase Date<br>Book Yield | Cost Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port.<br>Gain/Loss | Moody/S&P<br>Fitch | Maturity<br>Duration |
|---|---|---|---|---|---|---|---|---|---|
| 3137EAEQ8 | FHLMC Note<br>0.375% Due 04/20/2023 | 1,000,000.00 | 06/03/2020<br>0.32% | 1,001,440.00<br>1,000,902.40 | 100.22<br>0.25% | 1,002,237.00<br>739.58 | 0.51%<br>1,334.60 | Aaa / AA+<br>AAA | 1.81<br>1.80 |
| 3137EAER6 | FHLMC Note<br>0.375% Due 05/05/2023 | 975,000.00 | 05/05/2020<br>0.39% | 974,590.50<br>974,747.86 | 100.25<br>0.24% | 977,465.78<br>568.75 | 0.50%<br>2,717.92 | Aaa / AA+<br>AAA | 1.85<br>1.84 |
| 3135G04Q3 | FNMA Note<br>0.250% Due 05/22/2023 | 1,470,000.00 | Various<br>0.29% | 1,468,435.30<br>1,469,006.38 | 99.99<br>0.26% | 1,469,845.65<br>398.12 | 0.74%<br>839.27 | Aaa / AA+<br>AAA | 1.89<br>1.89 |
| 3133834G3 | FHLB Note<br>2.125% Due 06/09/2023 | 1,000,000.00 | 06/14/2019<br>1.93% | 1,007,470.00<br>1,003,639.89 | 103.35<br>0.39% | 1,033,529.00<br>1,298.61 | 0.52%<br>29,889.11 | Aaa / AA+<br>NR | 1.94<br>1.91 |
| 3135G05G4 | FNMA Note<br>0.250% Due 07/10/2023 | 910,000.00 | 07/08/2020<br>0.32% | 908,043.50<br>908,679.59 | 99.99<br>0.26% | 909,896.26<br>1,080.63 | 0.46%<br>1,216.67 | Aaa / AA+<br>AAA | 2.03<br>2.02 |
| 3133EKZK5 | FFCB Note<br>1.600% Due 08/14/2023 | 1,000,000.00 | 08/09/2019<br>1.63% | 998,710.00<br>999,316.59 | 102.74<br>0.31% | 1,027,369.00<br>6,088.89 | 0.52%<br>28,052.41 | Aaa / AA+<br>AAA | 2.12<br>2.08 |
| 3133EL3V4 | FFCB Note<br>0.200% Due 08/14/2023 | 1,000,000.00 | 08/12/2020<br>0.27% | 997,910.00<br>998,522.68 | 99.78<br>0.30% | 997,815.00<br>761.11 | 0.51%<br>(707.68) | Aaa / AA+<br>AAA | 2.12<br>2.11 |
| 3137EAEV7 | FHLMC Note<br>0.250% Due 08/24/2023 | 1,040,000.00 | 08/19/2020<br>0.28% | 1,038,939.20<br>1,039,242.56 | 99.98<br>0.26% | 1,039,753.52<br>917.22 | 0.53%<br>510.96 | Aaa / AA+<br>AAA | 2.15<br>2.14 |
| 3130A3DL5 | FHLB Note<br>2.375% Due 09/08/2023 | 1,000,000.00 | 08/29/2019<br>1.50% | 1,033,950.00<br>1,018,453.10 | 104.52<br>0.30% | 1,045,199.00<br>7,454.86 | 0.53%<br>26,745.90 | Aaa / AA+<br>NR | 2.19<br>2.13 |
| 3137EAEW5 | FHLMC Note<br>0.250% Due 09/08/2023 | 1,210,000.00 | Various<br>0.26% | 1,209,535.70<br>1,209,661.53 | 99.90<br>0.30% | 1,208,802.10<br>949.51 | 0.61%<br>(859.43) | Aaa / AA+<br>AAA | 2.19<br>2.18 |
| 3133EMBS0 | FFCB Note<br>0.200% Due 10/02/2023 | 1,000,000.00 | 09/28/2020<br>0.24% | 998,810.00<br>999,105.60 | 99.71<br>0.33% | 997,139.00<br>494.44 | 0.51%<br>(1,966.60) | Aaa / AA+<br>AAA | 2.26<br>2.25 |
| 3137EAEY1 | FHLMC Note<br>0.125% Due 10/16/2023 | 885,000.00 | 10/14/2020<br>0.25% | 881,698.95<br>882,476.73 | 99.61<br>0.30% | 881,516.64<br>230.47 | 0.45%<br>(960.09) | Aaa / AA+<br>AAA | 2.30<br>2.29 |
| 3137EAEZ8 | FHLMC Note<br>0.250% Due 11/06/2023 | 1,155,000.00 | 11/03/2020<br>0.28% | 1,153,960.50<br>1,154,186.23 | 99.89<br>0.30% | 1,153,754.91<br>441.15 | 0.58%<br>(431.32) | Aaa / AA+<br>AAA | 2.35<br>2.34 |
| 3135G06H1 | FNMA Note<br>0.250% Due 11/27/2023 | 1,020,000.00 | 11/23/2020<br>0.29% | 1,018,837.20<br>1,019,068.28 | 99.81<br>0.33% | 1,018,081.38<br>240.83 | 0.52%<br>(986.90) | Aaa / AA+<br>AAA | 2.41<br>2.40 |
| 3137EAFA2 | FHLMC Note<br>0.250% Due 12/04/2023 | 825,000.00 | 12/02/2020<br>0.28% | 824,183.25<br>824,339.14 | 99.87<br>0.30% | 823,921.73<br>154.69 | 0.42%<br>(417.41) | Aaa / AA+<br>AAA | 2.43<br>2.42 |
| 3130A3VC5 | FHLB Note<br>2.250% Due 12/08/2023 | 1,000,000.00 | 02/13/2020<br>1.46% | 1,029,240.00<br>1,018,681.69 | 104.56<br>0.37% | 1,045,562.00<br>1,437.50 | 0.53%<br>26,880.31 | Aaa / AA+<br>NR | 2.44<br>2.38 |
| 3135G0V34 | FNMA Note<br>2.500% Due 02/05/2024 | 600,000.00 | 01/30/2020<br>1.44% | 624,768.00<br>616,033.31 | 105.46<br>0.38% | 632,768.40<br>6,083.33 | 0.32%<br>16,735.09 | Aaa / AA+<br>AAA | 2.60<br>2.50 |

# Holdings Report

*As of June 30, 2021*

## City of Pittsburg Total Consolidated - Account #10638

| CUSIP | Security Description | Par Value/Units | Purchase Date<br>Book Yield | Cost Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port.<br>Gain/Loss | Moody/S&P<br>Fitch | Maturity<br>Duration |
|---|---|---|---|---|---|---|---|---|---|
| 3130A7PH2 | FHLB Note | 1,000,000.00 | 03/03/2020 | 1,040,350.00 | 103.87 | 1,038,681.00 | 0.53% | Aaa / AA+ | 2.69 |
| | 1.875% Due 03/08/2024 | | 0.85% | 1,027,019.35 | 0.43% | 5,885.42 | 11,661.65 | NR | 2.62 |
| | | | | **26,765,916.00** | | **27,021,163.88** | **13.71%** | **Aaa / AA+** | **1.88** |
| **TOTAL Agency** | | **26,650,000.00** | **0.98%** | **26,721,339.54** | **0.26%** | **61,996.90** | **299,824.34** | **Aaa** | **1.86** |
| **Cash** | | | | | | | | | |
| 90PITT$02 | City of Pittsburg Additional Bonded Debt Funds | 44,545,816.12 | Various | 44,545,816.12 | 1.00 | 44,566,010.20 | 22.56% | NR / NR | 0.00 |
| | | | 0.00% | 44,545,816.12 | 0.00% | 0.00 | 20,194.08 | NR | 0.00 |
| 90PITT$00 | City of Pittsburg Cash Equivalents | 13,185,769.17 | Various | 13,185,769.17 | 1.00 | 13,185,769.17 | 6.68% | NR / NR | 0.00 |
| | | | 0.00% | 13,185,769.17 | 0.00% | 0.00 | 0.00 | NR | 0.00 |
| | | | | **57,731,585.29** | | **57,751,779.37** | **29.24%** | **NR / NR** | **0.00** |
| **TOTAL Cash** | | **57,731,585.29** | **0.00%** | **57,731,585.29** | **0.00%** | **0.00** | **20,194.08** | **NR** | **0.00** |
| **CMO** | | | | | | | | | |
| 3136B1XP4 | FNMA 2018-M5 A2 | 6,357.17 | 04/11/2018 | 6,483.62 | 100.11 | 6,363.90 | 0.00% | NR / NR | 0.24 |
| | 3.560% Due 09/25/2021 | | 2.33% | 6,365.91 | 0.52% | 3.77 | (2.01) | NR | 0.11 |
| 3137BM6P6 | FHLMC K721 A2 | 371,016.22 | 04/04/2018 | 374,175.65 | 102.24 | 379,311.37 | 0.19% | Aaa / NR | 1.15 |
| | 3.090% Due 08/25/2022 | | 2.84% | 371,846.09 | 0.48% | 955.37 | 7,465.28 | NR | 0.92 |
| | | | | **380,659.27** | | **385,675.27** | **0.20%** | **Aaa / NR** | **1.14** |
| **TOTAL CMO** | | **377,373.39** | **2.83%** | **378,212.00** | **0.48%** | **959.14** | **7,463.27** | **NR** | **0.91** |
| **Corporate** | | | | | | | | | |
| 172967LC3 | Citigroup Inc Callable Note Cont 11/8/2021 | 460,000.00 | 11/15/2017 | 464,103.20 | 100.95 | 464,359.42 | 0.24% | A3 / BBB+ | 0.44 |
| | 2.900% Due 12/08/2021 | | 2.66% | 460,367.37 | 0.23% | 852.28 | 3,992.05 | A | 0.36 |
| 06406RAA5 | Bank of NY Mellon Corp Callable Note Cont 1/7/2022 | 1,000,000.00 | 02/07/2017 | 1,000,460.00 | 101.25 | 1,012,503.00 | 0.52% | A1 / A | 0.61 |
| | 2.600% Due 02/07/2022 | | 2.59% | 1,000,055.77 | 0.19% | 10,400.00 | 12,447.23 | AA- | 0.51 |
| 05531FAX1 | Truist Financial Corporation Callable Note Cont 3/1/2022 | 710,000.00 | 04/03/2017 | 715,360.50 | 101.69 | 722,013.20 | 0.37% | A3 / A- | 0.75 |
| | 2.750% Due 04/01/2022 | | 2.59% | 710,727.71 | 0.22% | 4,881.25 | 11,285.49 | A | 0.66 |
| 89236TEC5 | Toyota Motor Credit Corp Note | 475,000.00 | 09/08/2017 | 474,439.50 | 102.26 | 485,757.80 | 0.25% | A1 / A+ | 1.19 |
| | 2.150% Due 09/08/2022 | | 2.18% | 474,866.49 | 0.24% | 3,205.59 | 10,891.31 | A+ | 1.17 |
| 69371RQ41 | Paccar Financial Corp Note | 500,000.00 | 10/31/2019 | 499,975.00 | 102.45 | 512,271.50 | 0.26% | A1 / A+ | 1.61 |
| | 1.900% Due 02/07/2023 | | 1.90% | 499,987.67 | 0.36% | 3,800.00 | 12,283.83 | NR | 1.57 |
| 24422EVN6 | John Deere Capital Corp Note | 485,000.00 | 03/01/2021 | 484,655.65 | 99.90 | 484,502.39 | 0.25% | A2 / A | 2.55 |
| | 0.450% Due 01/17/2024 | | 0.47% | 484,694.71 | 0.49% | 709.31 | (192.32) | A | 2.53 |

# Holdings Report

*As of June 30, 2021*

## City of Pittsburg Total Consolidated - Account #10638

| CUSIP | Security Description | Par Value/Units | Purchase Date<br>Book Yield | Cost Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port.<br>Gain/Loss | Moody/S&P<br>Fitch | Maturity<br>Duration |
|---|---|---|---|---|---|---|---|---|---|
| 91159HHG8 | US Bancorp Callable Note Cont 12/29/2023 | 500,000.00 | 11/27/2019 | 532,435.00 | 107.69 | 538,427.00 | 0.28% | A1 / A+ | 2.59 |
| | 3.700% Due 01/30/2024 | | 2.03% | 519,857.72 | 0.59% | 7,759.72 | 18,569.28 | A+ | 2.37 |
| 69371RR24 | Paccar Financial Corp Note | 225,000.00 | 01/28/2021 | 224,739.00 | 99.47 | 223,818.08 | 0.11% | A1 / A+ | 2.59 |
| | 0.350% Due 02/02/2024 | | 0.39% | 224,774.52 | 0.55% | 325.94 | (956.44) | NR | 2.57 |
| 808513BN4 | Charles Schwab Corp Callable Note Cont 2/18/2024 | 725,000.00 | Various | 726,181.50 | 100.57 | 729,152.08 | 0.37% | A2 / A | 2.72 |
| | 0.750% Due 03/18/2024 | | 0.69% | 726,070.52 | 0.53% | 1,555.73 | 3,081.56 | A | 2.60 |
| 023135BW5 | Amazon.com Inc Callable Note Cont 11/12/2021 | 450,000.00 | 05/10/2021 | 449,343.00 | 99.81 | 449,158.50 | 0.23% | A1 / AA | 2.87 |
| | 0.450% Due 05/12/2024 | | 0.50% | 449,372.97 | 0.52% | 275.63 | (214.47) | AA- | 2.84 |
| 14913R2L0 | Caterpillar Financial Service Note | 715,000.00 | 05/10/2021 | 714,041.90 | 99.70 | 712,842.13 | 0.36% | A2 / A | 2.88 |
| | 0.450% Due 05/17/2024 | | 0.50% | 714,081.24 | 0.56% | 393.25 | (1,239.11) | A | 2.86 |
| 24422EVQ9 | John Deere Capital Corp Note | 425,000.00 | 06/07/2021 | 424,468.75 | 99.70 | 423,733.93 | 0.21% | A2 / A | 2.94 |
| | 0.450% Due 06/07/2024 | | 0.49% | 424,478.96 | 0.55% | 111.56 | (745.03) | A | 2.91 |
| 89114QCA4 | Toronto Dominion Bank Note | 750,000.00 | 04/23/2021 | 796,327.50 | 105.86 | 793,915.50 | 0.40% | Aa3 / A | 2.95 |
| | 2.650% Due 06/12/2024 | | 0.65% | 793,690.65 | 0.64% | 1,048.96 | 224.85 | AA- | 2.85 |
| 06051GJY6 | Bank of America Corp Callable Note Cont 6/14/2023 | 540,000.00 | 06/07/2021 | 540,036.00 | 99.97 | 539,854.20 | 0.27% | A2 / A- | 2.96 |
| | 0.523% Due 06/14/2024 | | 0.50% | 540,035.44 | 0.54% | 133.37 | (181.24) | AA- | 1.94 |
| 89236TJH9 | Toyota Motor Credit Corp Note | 425,000.00 | 06/15/2021 | 424,494.25 | 99.57 | 423,183.98 | 0.21% | A1 / A+ | 2.97 |
| | 0.500% Due 06/18/2024 | | 0.54% | 424,500.25 | 0.65% | 76.74 | (1,316.27) | A+ | 2.94 |
| 78015K7C2 | Royal Bank of Canada Note | 500,000.00 | 05/19/2021 | 525,750.00 | 104.76 | 523,810.00 | 0.27% | A2 / A | 3.34 |
| | 2.250% Due 11/01/2024 | | 0.73% | 524,912.10 | 0.80% | 1,875.00 | (1,102.10) | AA | 3.21 |
| 46647PBY1 | JP Morgan Chase & Co Callable Note Cont 2/16/2024 | 390,000.00 | 02/09/2021 | 390,000.00 | 99.46 | 387,897.90 | 0.20% | A2 / A- | 3.64 |
| | 0.563% Due 02/16/2025 | | 0.54% | 390,000.00 | 0.77% | 823.39 | (2,102.10) | AA- | 2.60 |
| 46647PCH7 | JP Morgan Chase & Co Callable Note Cont 6/1/2024 | 600,000.00 | 05/24/2021 | 600,777.60 | 99.82 | 598,896.00 | 0.30% | A2 / A- | 3.92 |
| | 0.824% Due 06/01/2025 | | 0.74% | 600,761.63 | 0.89% | 412.00 | (1,865.63) | AA- | 2.88 |
| | | | | **9,987,588.35** | | **10,026,096.61** | **5.10%** | **A2 / A** | **2.32** |
| **TOTAL Corporate** | | **9,875,000.00** | **1.24%** | **9,963,235.72** | **0.50%** | **38,639.72** | **62,860.89** | **A+** | **2.09** |

# Holdings Report

*As of June 30, 2021*

## City of Pittsburg Total Consolidated - Account #10638

| CUSIP | Security Description | Par Value/Units | Purchase Date<br>Book Yield | Cost Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port.<br>Gain/Loss | Moody/S&P<br>Fitch | Maturity<br>Duration |
|---|---|---|---|---|---|---|---|---|---|
| **Equity Mutual Fund** | | | | | | | | | |
| 90PARS$00 | City of Pittsburg PARS 115 Trust | 1,781,804.57 | Various<br>0.00% | 1,781,804.57<br>1,781,804.57 | 1.10<br>0.00% | 1,954,216.93<br>0.00 | 0.99%<br>172,412.36 | NR / NR<br>NR | 0.00<br>0.00 |
| | | | | **1,781,804.57** | | **1,954,216.93** | **0.99%** | **NR / NR** | **0.00** |
| **TOTAL Equity Mutual Fund** | | **1,781,804.57** | **0.00%** | **1,781,804.57** | **0.00%** | **0.00** | **172,412.36** | **NR** | **0.00** |
| **Investment Pool** | | | | | | | | | |
| 90PITT$01 | City of Pittsburg Investment Pools | 74,811,717.69 | Various<br>0.00% | 74,811,717.69<br>74,811,717.69 | 1.00<br>0.00% | 74,817,924.83<br>0.00 | 37.88%<br>6,207.14 | NR / NR<br>NR | 0.00<br>0.00 |
| | | | | **74,811,717.69** | | **74,817,924.83** | **37.88%** | **NR / NR** | **0.00** |
| **TOTAL Investment Pool** | | **74,811,717.69** | **0.00%** | **74,811,717.69** | **0.00%** | **0.00** | **6,207.14** | **NR** | **0.00** |
| **Money Market Fund** | | | | | | | | | |
| 94975H254 | Wells Fargo Money Market Fund #743 | 0.58 | 06/01/2021<br>0.01% | 0.58<br>0.58 | 1.00<br>0.01% | 0.58<br>0.00 | 0.00%<br>0.00 | Aaa / AAA<br>NR | 0.00<br>0.00 |
| 94975H296 | Wells Fargo Treasury Plus MMFD 453 | 3,109,482.63 | Various<br>0.01% | 3,109,482.63<br>3,109,482.63 | 1.00<br>0.01% | 3,109,482.63<br>0.00 | 1.57%<br>0.00 | Aaa / AAA<br>NR | 0.00<br>0.00 |
| 94975H296 | Wells Fargo Treasury Plus MMFD 453 | 328,803.07 | Various<br>0.01% | 328,803.07<br>328,803.07 | 1.00<br>0.01% | 328,803.07<br>0.00 | 0.17%<br>0.00 | Aaa / AAA<br>NR | 0.00<br>0.00 |
| 94975H296 | Wells Fargo Treasury Plus MMFD 453 | 758,003.28 | Various<br>0.01% | 758,003.28<br>758,003.28 | 1.00<br>0.01% | 758,003.28<br>0.00 | 0.38%<br>0.00 | Aaa / AAA<br>NR | 0.00<br>0.00 |
| 94975H296 | Wells Fargo Treasury Plus MMFD 453 | 1,556,196.26 | Various<br>0.01% | 1,556,196.26<br>1,556,196.26 | 1.00<br>0.01% | 1,556,196.26<br>0.00 | 0.79%<br>0.00 | Aaa / AAA<br>NR | 0.00<br>0.00 |
| 94975H296 | Wells Fargo Treasury Plus MMFD 453 | 234,390.93 | Various<br>0.01% | 234,390.93<br>234,390.93 | 1.00<br>0.01% | 234,390.93<br>0.00 | 0.12%<br>0.00 | Aaa / AAA<br>NR | 0.00<br>0.00 |
| 94975H254 | Wells Fargo Money Market Fund #743 | 65,839.93 | Various<br>0.01% | 65,839.93<br>65,839.93 | 1.00<br>0.01% | 65,839.93<br>0.00 | 0.03%<br>0.00 | Aaa / AAA<br>NR | 0.00<br>0.00 |
| | | | | **6,052,716.68** | | **6,052,716.68** | **3.06%** | **Aaa / AAA** | **0.00** |
| **TOTAL Money Market Fund** | | **6,052,716.68** | **0.01%** | **6,052,716.68** | **0.01%** | **0.00** | **0.00** | **NR** | **0.00** |
| **Supranational** | | | | | | | | | |
| 4581X0CZ9 | Inter-American Dev Bank Note<br>1.750% Due 09/14/2022 | 480,000.00 | 02/21/2018<br>2.78% | 459,004.80<br>474,448.38 | 101.88<br>0.19% | 489,040.32<br>2,496.67 | 0.25%<br>14,591.94 | Aaa / AAA<br>AAA | 1.21<br>1.19 |
| 4581X0DA3 | Inter-American Dev Bank Note<br>2.500% Due 01/18/2023 | 245,000.00 | 06/04/2018<br>2.90% | 240,768.85<br>243,580.42 | 103.48<br>0.25% | 253,527.96<br>2,773.26 | 0.13%<br>9,947.54 | Aaa / AAA<br>NR | 1.55<br>1.51 |

# Holdings Report

*As of June 30, 2021*

## City of Pittsburg Total Consolidated - Account #10638

| CUSIP | Security Description | Par Value/Units | Purchase Date<br>Book Yield | Cost Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port.<br>Gain/Loss | Moody/S&P<br>Fitch | Maturity<br>Duration |
|---|---|---|---|---|---|---|---|---|---|
| 459058JM6 | Intl. Bank Recon & Development Note<br>0.250% Due 11/24/2023 | 925,000.00 | Various<br>0.28% | 924,231.25<br>924,389.97 | 99.67<br>0.39% | 921,950.28<br>237.67 | 0.47%<br>(2,439.69) | Aaa / AAA<br>AAA | 2.40<br>2.39 |
| 459058GQ0 | Intl. Bank Recon & Development Note<br>2.500% Due 03/19/2024 | 750,000.00 | 01/26/2021<br>0.26% | 802,455.00<br>795,406.07 | 105.50<br>0.46% | 791,265.00<br>5,312.50 | 0.40%<br>(4,141.07) | Aaa / AAA<br>AAA | 2.72<br>2.63 |
| | | | | **2,426,459.90** | | **2,455,783.56** | **1.25%** | **Aaa / AAA** | **2.18** |
| **TOTAL Supranational** | | **2,400,000.00** | **1.02%** | **2,437,824.84** | **0.36%** | **10,820.10** | **17,958.72** | **Aaa** | **2.14** |
| **US Treasury** | | | | | | | | | |
| 912828D72 | US Treasury Note<br>2.000% Due 08/31/2021 | 2,085,000.00 | Various<br>1.82% | 2,100,526.95<br>2,085,600.66 | 100.32<br>0.08% | 2,091,755.40<br>13,937.77 | 1.07%<br>6,154.74 | Aaa / AA+<br>AAA | 0.17<br>0.17 |
| 912828T67 | US Treasury Note<br>1.250% Due 10/31/2021 | 1,075,000.00 | Various<br>1.85% | 1,047,376.95<br>1,072,933.96 | 100.40<br>0.06% | 1,079,258.08<br>2,263.93 | 0.55%<br>6,324.12 | Aaa / AA+<br>AAA | 0.34<br>0.33 |
| 912828U81 | US Treasury Note<br>2.000% Due 12/31/2021 | 535,000.00 | 06/26/2017<br>1.72% | 541,499.41<br>535,722.16 | 100.96<br>0.09% | 540,119.95<br>29.08 | 0.27%<br>4,397.79 | Aaa / AA+<br>AAA | 0.50<br>0.50 |
| 912828V72 | US Treasury Note<br>1.875% Due 01/31/2022 | 1,095,000.00 | 05/08/2017<br>1.90% | 1,093,802.34<br>1,094,851.59 | 101.05<br>0.09% | 1,106,463.56<br>8,564.14 | 0.56%<br>11,611.97 | Aaa / AA+<br>AAA | 0.59<br>0.58 |
| 9128282W9 | US Treasury Note<br>1.875% Due 09/30/2022 | 1,200,000.00 | 04/02/2018<br>2.54% | 1,166,109.37<br>1,190,576.75 | 102.16<br>0.15% | 1,225,922.40<br>5,655.74 | 0.62%<br>35,345.65 | Aaa / AA+<br>AAA | 1.25<br>1.24 |
| 912828L57 | US Treasury Note<br>1.750% Due 09/30/2022 | 730,000.00 | 06/04/2018<br>2.74% | 700,857.03<br>721,573.12 | 102.01<br>0.14% | 744,685.41<br>3,211.20 | 0.38%<br>23,112.29 | Aaa / AA+<br>AAA | 1.25<br>1.24 |
| 912828M80 | US Treasury Note<br>2.000% Due 11/30/2022 | 1,250,000.00 | 04/08/2019<br>2.30% | 1,236,962.89<br>1,244,936.00 | 102.59<br>0.17% | 1,282,422.50<br>2,117.49 | 0.65%<br>37,486.50 | Aaa / AA+<br>AAA | 1.42<br>1.40 |
| 912828Q29 | US Treasury Note<br>1.500% Due 03/31/2023 | 570,000.00 | 05/01/2018<br>2.82% | 535,800.00<br>557,837.46 | 102.23<br>0.22% | 582,713.85<br>2,149.18 | 0.30%<br>24,876.39 | Aaa / AA+<br>AAA | 1.75<br>1.73 |
| 912828R69 | US Treasury Note<br>1.625% Due 05/31/2023 | 1,000,000.00 | 11/27/2019<br>1.61% | 1,000,664.06<br>1,000,362.92 | 102.64<br>0.25% | 1,026,367.00<br>1,376.37 | 0.52%<br>26,004.08 | Aaa / AA+<br>AAA | 1.92<br>1.89 |
| 912828T91 | US Treasury Note<br>1.625% Due 10/31/2023 | 700,000.00 | 09/25/2019<br>1.60% | 700,628.91<br>700,358.18 | 103.04<br>0.32% | 721,246.40<br>1,916.44 | 0.37%<br>20,888.22 | Aaa / AA+<br>AAA | 2.34<br>2.29 |
| 91282CBA8 | US Treasury Note<br>0.125% Due 12/15/2023 | 1,000,000.00 | 01/08/2021<br>0.22% | 997,148.44<br>997,605.01 | 99.48<br>0.34% | 994,766.00<br>54.64 | 0.50%<br>(2,839.01) | Aaa / AA+<br>AAA | 2.46<br>2.45 |
| 91282CBV2 | US Treasury Note<br>0.375% Due 04/15/2024 | 1,000,000.00 | 04/14/2021<br>0.36% | 1,000,351.56<br>1,000,326.86 | 99.88<br>0.42% | 998,750.00<br>788.93 | 0.51%<br>(1,576.86) | Aaa / AA+<br>AAA | 2.79<br>2.77 |
| 91282CCC3 | US Treasury Note<br>0.250% Due 05/15/2024 | 650,000.00 | 05/12/2021<br>0.36% | 647,968.75<br>648,052.30 | 99.46<br>0.44% | 646,495.85<br>207.54 | 0.33%<br>(1,556.45) | Aaa / AA+<br>AAA | 2.88<br>2.86 |
| 91282CCG4 | US Treasury Note<br>0.250% Due 06/15/2024 | 1,000,000.00 | 06/28/2021<br>0.46% | 993,750.00<br>993,761.55 | 99.40<br>0.45% | 993,984.00<br>109.29 | 0.50%<br>222.45 | Aaa / AA+<br>AAA | 2.96<br>2.94 |

# Holdings Report

*As of June 30, 2021*

## City of Pittsburg Total Consolidated - Account #10638

| CUSIP | Security Description | Par Value/Units | Purchase Date<br>Book Yield | Cost Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port.<br>Gain/Loss | Moody/S&P<br>Fitch | Maturity<br>Duration |
|---|---|---|---|---|---|---|---|---|---|
| 912828ZF0 | US Treasury Note<br>0.500% Due 03/31/2025 | 750,000.00 | 03/03/2021<br>0.54% | 748,886.72<br>748,975.75 | 99.53<br>0.63% | 746,454.75<br>942.62 | 0.38%<br>(2,521.00) | Aaa / AA+<br>AAA | 3.75<br>3.70 |
| 912828ZL7 | US Treasury Note<br>0.375% Due 04/30/2025 | 500,000.00 | 01/13/2021<br>0.39% | 499,609.38<br>499,651.26 | 98.96<br>0.65% | 494,785.00<br>315.90 | 0.25%<br>(4,866.26) | Aaa / AA+<br>AAA | 3.84<br>3.80 |
| | | | | **15,011,942.76** | | **15,276,190.15** | **7.76%** | **Aaa / AA+** | **1.66** |
| **TOTAL US Treasury** | | **15,140,000.00** | **1.51%** | **15,093,125.53** | **0.25%** | **43,640.26** | **183,064.62** | **Aaa** | **1.64** |
| | | | | **196,580,173.81** | | **197,372,904.52** | **100.00%** | **Aa1 / AA+** | **0.56** |
| **TOTAL PORTFOLIO** | | **196,450,197.62** | **0.33%** | **196,601,372.97** | **0.09%** | **156,332.22** | **771,531.55** | **Aaa** | **0.53** |
| **TOTAL MARKET VALUE PLUS ACCRUALS** | | | | | | **197,529,236.74** | | | |

# Section 4 | Transactions

# Transaction Ledger

*As of June 30, 2021*

## City of Pittsburg Total Consolidated - Account #10638

*March 31, 2021 through June 30, 2021*

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| **ACQUISITIONS** | | | | | | | | | | |
| Purchase | 04/15/2021 | 91282CBV2 | 1,000,000.00 | US Treasury Note<br>0.375% Due: 04/15/2024 | 100.035 | 0.36% | 1,000,351.56 | 0.00 | 1,000,351.56 | 0.00 |
| Purchase | 04/27/2021 | 89114QCA4 | 750,000.00 | Toronto Dominion Bank Note<br>2.65% Due: 06/12/2024 | 106.177 | 0.65% | 796,327.50 | 7,453.13 | 803,780.63 | 0.00 |
| Purchase | 05/12/2021 | 023135BW5 | 450,000.00 | Amazon.com Inc Callable Note Cont 11/12/2021<br>0.45% Due: 05/12/2024 | 99.854 | 0.50% | 449,343.00 | 0.00 | 449,343.00 | 0.00 |
| Purchase | 05/17/2021 | 14913R2L0 | 715,000.00 | Caterpillar Financial Service Note<br>0.45% Due: 05/17/2024 | 99.866 | 0.50% | 714,041.90 | 0.00 | 714,041.90 | 0.00 |
| Purchase | 05/17/2021 | 91282CCC3 | 650,000.00 | US Treasury Note<br>0.25% Due: 05/15/2024 | 99.688 | 0.36% | 647,968.75 | 8.83 | 647,977.58 | 0.00 |
| Purchase | 05/21/2021 | 78015K7C2 | 500,000.00 | Royal Bank of Canada Note<br>2.25% Due: 11/01/2024 | 105.150 | 0.73% | 525,750.00 | 625.00 | 526,375.00 | 0.00 |
| Purchase | 06/01/2021 | 46647PCH7 | 120,000.00 | JP Morgan Chase & Co Callable Note Cont 6/1/2024<br>0.824% Due: 06/01/2025 | 100.000 | 0.77% | 120,000.00 | 0.00 | 120,000.00 | 0.00 |
| Purchase | 06/01/2021 | 46647PCH7 | 320,000.00 | JP Morgan Chase & Co Callable Note Cont 6/1/2024<br>0.824% Due: 06/01/2025 | 100.163 | 0.73% | 320,521.60 | 0.00 | 320,521.60 | 0.00 |
| Purchase | 06/01/2021 | 46647PCH7 | 160,000.00 | JP Morgan Chase & Co Callable Note Cont 6/1/2024<br>0.824% Due: 06/01/2025 | 100.160 | 0.73% | 160,256.00 | 0.00 | 160,256.00 | 0.00 |
| Purchase | 06/10/2021 | 24422EVQ9 | 425,000.00 | John Deere Capital Corp Note<br>0.45% Due: 06/07/2024 | 99.875 | 0.49% | 424,468.75 | 0.00 | 424,468.75 | 0.00 |
| Purchase | 06/14/2021 | 06051GJY6 | 225,000.00 | Bank of America Corp Callable Note Cont 6/14/2023<br>0.523% Due: 06/14/2024 | 100.016 | 0.50% | 225,036.00 | 0.00 | 225,036.00 | 0.00 |
| Purchase | 06/14/2021 | 06051GJY6 | 315,000.00 | Bank of America Corp Callable Note Cont 6/14/2023<br>0.523% Due: 06/14/2024 | 100.000 | 0.50% | 315,000.00 | 0.00 | 315,000.00 | 0.00 |
| Purchase | 06/18/2021 | 89236TJH9 | 425,000.00 | Toyota Motor Credit Corp Note<br>0.5% Due: 06/18/2024 | 99.881 | 0.54% | 424,494.25 | 0.00 | 424,494.25 | 0.00 |

# Transaction Ledger

*As of June 30, 2021*

## City of Pittsburg Total Consolidated - Account #10638

*March 31, 2021 through June 30, 2021*

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| Purchase | 06/29/2021 | 58769KAD6 | 275,000.00 | Mercedes-Benz Auto Lease Trust 2021-B A3<br>0.4% Due: 11/15/2024 | 99.992 | 0.40% | 274,979.24 | 0.00 | 274,979.24 | 0.00 |
| Purchase | 06/29/2021 | 91282CCG4 | 1,000,000.00 | US Treasury Note<br>0.25% Due: 06/15/2024 | 99.375 | 0.46% | 993,750.00 | 95.63 | 993,845.63 | 0.00 |
| **Subtotal** | | | **7,330,000.00** | | | | **7,392,288.55** | **8,182.59** | **7,400,471.14** | **0.00** |
| Security Contribution | 06/30/2021 | 90PARS$00 | 365,953.21 | City of Pittsburg PARS 115 Trust | 1.000 | | 365,953.21 | 0.00 | 365,953.21 | 0.00 |
| Security Contribution | 06/30/2021 | 90PITT$01 | 12,064,368.25 | City of Pittsburg Investment Pools | 1.000 | | 12,064,368.25 | 0.00 | 12,064,368.25 | 0.00 |
| **Subtotal** | | | **12,430,321.46** | | | | **12,430,321.46** | **0.00** | **12,430,321.46** | **0.00** |
| **TOTAL ACQUISITIONS** | | | **19,760,321.46** | | | | **19,822,610.01** | **8,182.59** | **19,830,792.60** | **0.00** |
| **DISPOSITIONS** | | | | | | | | | | |
| Sale | 05/12/2021 | 3130AJY52 | 1,000,000.00 | FHLB Note<br>0.125% Due: 08/12/2022 | 100.030 | 0.21% | 1,000,300.00 | 312.50 | 1,000,612.50 | 1,373.45 |
| Sale | 05/20/2021 | 3133ELWD2 | 920,000.00 | FFCB Note<br>0.375% Due: 04/08/2022 | 100.277 | 0.45% | 922,548.40 | 402.50 | 922,950.90 | 3,150.86 |
| Sale | 05/26/2021 | 3137EAES4 | 955,000.00 | FHLMC Note<br>0.25% Due: 06/26/2023 | 100.143 | 0.35% | 956,365.65 | 994.79 | 957,360.44 | 3,303.66 |
| Sale | 06/08/2021 | 912828WY2 | 400,000.00 | US Treasury Note<br>2.25% Due: 07/31/2021 | 100.336 | 1.78% | 401,343.75 | 3,182.32 | 404,526.07 | 1,080.45 |
| Sale | 06/17/2021 | 9128282P4 | 230,000.00 | US Treasury Note<br>1.875% Due: 07/31/2022 | 102.016 | 2.22% | 234,635.94 | 1,632.08 | 236,268.02 | 5,472.58 |
| Sale | 06/24/2021 | 3135G0V59 | 125,000.00 | FNMA Note<br>2.25% Due: 04/12/2022 | 101.726 | 2.42% | 127,157.50 | 562.50 | 127,720.00 | 2,324.26 |

# Transaction Ledger

*As of June 30, 2021*

## City of Pittsburg Total Consolidated - Account #10638

*March 31, 2021 through June 30, 2021*

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| Sale | 06/29/2021 | 912828ZA1 | 1,000,000.00 | US Treasury Note<br>1.125% Due: 02/28/2022 | 100.719 | 0.35% | 1,007,187.50 | 3,699.05 | 1,010,886.55 | 2,009.53 |
| **Subtotal** | | | **4,630,000.00** | | | | **4,649,538.74** | **10,785.74** | **4,660,324.48** | **18,714.79** |
| Maturity | 04/01/2021 | 13063DGA0 | 525,000.00 | California State GE-GO<br>2.8% Due: 04/01/2021 | 100.000 | | 525,000.00 | 0.00 | 525,000.00 | 0.00 |
| Maturity | 04/01/2021 | 911312BP0 | 380,000.00 | UPS Note<br>2.05% Due: 04/01/2021 | 100.000 | | 380,000.00 | 0.00 | 380,000.00 | 0.00 |
| Maturity | 04/13/2021 | 89236TEU5 | 295,000.00 | Toyota Motor Credit Corp Note<br>2.95% Due: 04/13/2021 | 100.000 | | 295,000.00 | 0.00 | 295,000.00 | 0.00 |
| Maturity | 04/19/2021 | 4581X0DB1 | 510,000.00 | Inter-American Dev Bank Note<br>2.625% Due: 04/19/2021 | 100.000 | | 510,000.00 | 0.00 | 510,000.00 | 0.00 |
| Maturity | 05/15/2021 | 427866BA5 | 200,000.00 | Hershey Foods Corp Note<br>3.1% Due: 05/15/2021 | 100.000 | | 200,000.00 | 0.00 | 200,000.00 | 0.00 |
| **Subtotal** | | | **1,910,000.00** | | | | **1,910,000.00** | **0.00** | **1,910,000.00** | **0.00** |
| **TOTAL DISPOSITIONS** | | | **6,540,000.00** | | | | **6,559,538.74** | **10,785.74** | **6,570,324.48** | **18,714.79** |

# Important Disclosures

*As of June 30, 2021*

2021 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Source ice Data Indices, LLC ("ICE"), used with permission. ICE permits use of the ICE indices and related data on an "as is" basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an "as is" basis and licensee's use it at licensee's own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend chandler asset management, or any of its products or services.

This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

# Benchmark Disclosures

*As of June 30, 2021*

**ICE BAML 1-3 Yr US Treasury/Agency Index**

*The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.*

**City of Pittsburg**
**Finance Division**
**65 Civic Avenue**
**Pittsburg, California 94565**

August 04, 2021

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Treasury Report for the quarter ending June 30, 2021 and find that it complies with the Investment Policy established by my office.

Sincerely,

Nancy Parent
City Treasurer

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Adoption of an Ordinance Amending Pittsburg Municipal Code Chapter 9.20 Fireworks to Increase Fine and Expand Violations

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

On August 2, 2021, the City Council introduced and waived further reading of an Ordinance amending Pittsburg Municipal Code Chapter 9.20 on fireworks to increase the fine for any violation to $1,000 and expand violations to responsible parties as defined.

## FISCAL IMPACT

There is no fiscal impact from the action.

## RECOMMENDATION

City Council adoption of Ordinance 21-1491 amending the Pittsburg Municipal Code Chapter 9.20 fireworks.

## BACKGROUND

On August 2, 2021 the City Council, through consideration, introduced Ordinance 21-1491 and moved to waive the first reading of the Ordinance amending Chapter 9.20 of the Pittsburg Municipal Code addresses fireworks and was originally adopted in 1937. Since that time, both the nature of fireworks products and provisions in state law have changed. In addition, there is increasing concern over the widespread use of fireworks in the City throughout the year. The frequency of use, and the inherent risk that fireworks will cause injury to persons and damage to property, has prompted a review of Chapter 9.20. Staff has concluded that it is desirable for the City to amend Chapter 9.20 to provide a more effective deterrent to fireworks usage. From June 27 through July 4, 2021, Pittsburg police officers responded to 490 fireworks calls, issued 18 citations for fireworks violations, made one arrest for sales of illegal fireworks, and seized 50 pounds of fireworks. On July 4, 2021, fire and police personnel responded to 40 fire-related calls for service which included multiple grass/brush fires, three structure fires and one vehicle fire.

## SUBCOMMITTEE FINDINGS

The amendment was not discussed at subcommittee.

## STAFF ANALYSIS

The proposed ordinance updates Chapter 9.20, which was originally adopted in 1937. The current Chapter 9.20 provides that it is illegal to use any type of firework. Violation of the Chapter is an infraction, subject to fines limited by state law to $100 for the first offense, $200 for the second, and $500 for the third. The proposed amendment similarly prohibits the use of any type of firework, with the minor exception of party poppers and snap caps. The exception aligns with State Fireworks Law and with the County.

The amendment expressly states that a violation of Chapter 9.20 is a misdemeanor. As such, state law allows for a fine of $1,000 for any violation. The proposed amendment authorizes administrative citations for violations.

The amendment also provides that a “responsible party” may be cited for violations. A responsible party is defined to include those who own, rent out or have immediate control of property where the fireworks activity takes place, as well as anyone who organizes or controls fireworks activity, and had knowledge of the fireworks activity.

After introducing an Ordinance, the City Council must approve the action by adopting the Ordinance by a majority vote at a subsequent meeting. The Ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS: Ordinance

Report Prepared By: Brian Addington, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending Pittsburg Municipal Code )
Chapter 9.20 Fireworks to Increase ) ORDINANCE NO. 21-1491
Amount of Fine and Expand Violations )

The Pittsburg City Council DOES ORDAIN as follows:

WHEREAS, pursuant to the City's police power under Article XI Section 7 of the California Constitution, the City Council of the City of Pittsburg has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, from June 27 through July 4, 2021, Pittsburg police officers responded to 490 fireworks calls, issued 18 citations for fireworks violations, made one arrest for sales of illegal fireworks, and seized 50 pounds of fireworks. On July 4, 2021, fire and police personnel responded to 40 fire-related calls for service which included multiple grass/brush fires, three structure fires and one vehicle fire; and

WHEREAS, possession and use of fireworks has been detected in Pittsburg at other times of the year, threatening or resulting in damage to persons and property, and creating a burden on public safety resources; and

WHEREAS, there is a need for more effective deterrence to reduce the use of fireworks throughout the City and minimize the risk of damage to persons and property.

NOW, THEREFORE, the City Council of the City of Pittsburg Does ORDAIN as follows:

(new language in ***bold italic***, deleted language in ~~strikethrough~~)

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

Section 2. Amendment. Chapter 9.20 of the Pittsburg Municipal Code is hereby amended to read as follows:

**Chapter 9.20**
**FIREWORKS**

Sections:
9.20.010 ***Definitions.*** ~~Prohibitions.~~
***9.20.020 Prohibition.***
***9.20.030 Exceptions.***
***9.20.040 Responsible party liability.***
***9.20.050 Enforcement.***

***9.20.010 Definitions. For purposes of this chapter, the following words and phrases have the following meanings:***

***A. "Fireworks" has the meaning set forth in Health and Safety Code section 12511.***

***1. The term "fireworks" includes the following:***

***a. "Dangerous fireworks," as defined in Health and Safety Code section 12505.***

***b. "Safe and sane fireworks," as defined in Health and Safety Code section 12529.***

***2. The term "fireworks" excludes the following:***

***a. "Exempt fireworks," as defined in Health and Safety Code section 12508.***

***b. "Party poppers" and "snap caps," as each is defined in California Code of Regulations, Title 19, section 980.***

***B. "Responsible party" means any of the following:***

***1. A person that owns, rents, leases, or otherwise has possession of, or is in immediate control of, a residence or other private property or a vessel.***

***2. A person that organizes, supervises, sponsors, conducts, allows, controls, or controls access to, the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at a residence or other private property or on a vessel.***

***C. "Vessel" has the meaning set forth in Harbors and Navigation Code section 651.***

~~It is unlawful for any person to purchase, sell or light any fireworks in the city. For the purposes of this section, "fireworks" means:~~

~~A. All articles commonly known as fireworks including firecrackers;~~

~~B. All kinds of "sparklers" using wooden handles; all trick or shooting matches, trick cigars, shooting or flying arrows, house afire, and all balloons containing fire or explosives.~~

***9.20.020 Prohibition. No person shall possess, manufacture, sell, offer to sell, use, or discharge, any fireworks.***

***9.20.030 Exceptions. This chapter does not prohibit the proper use of flares by railroad personnel, peace officers, fire officials, or motorists.***

***9.20.040 Responsible party liability. A responsible party shall maintain, manage, and supervise the residence or other private property, or vessel, for which they are responsible to prevent violations of this chapter. A responsible party violates this chapter if any person possesses, manufactures, sells, offers to sell, uses, or discharges, any fireworks at the residence or other private property, or on the vessel, for which the responsible party is responsible, regardless of whether the responsible party is present when the violation occurs, if the responsible party had knowledge of the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at the residence or other private property.***

***9.20.050 Enforcement. Violation of this chapter is a misdemeanor. The City may seek compliance with this chapter by any remedy allowed under this code and any***

***other remedy allowed by law, including but not limited to the administrative citation procedures set forth in Section 1.20.030. The amount of the administrative fine is $1,000 for each violation.***

Section 3. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

Section 4. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

Section 5. Publication. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on August 2, 2021, and was adopted and ordered published at a meeting of the City Council held on August 16, 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR**
**65 Civic Avenue**
**Pittsburg, CA 94565**

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Adoption of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits

**MEETING DATE:** August 16, 2021

## EXECUTIVE SUMMARY

On August 2, 2021, the City Council held a continued public hearing on a request for City Council approval of comprehensive amendments to City of Pittsburg Municipal Code (PMC) Titles 5 and 18 related to commercial cannabis business permitting. The proposed updates would facilitate the expansion of the types of cannabis businesses allowed, including uses such as retail, cultivation, and microbusinesses, as well as the process and standards for business approval. After closing the public hearing, the Council voted 4-0 to introduce and waived further reading of Ordinance No 21-1490. The ordinance is now ready for City Council adoption.

## FISCAL IMPACT

The proposed amendments would be the first step in allowing commercial cannabis retail and cultivation, among other commercial cannabis uses. Staff anticipates each cannabis business that involves retail cannabis uses would generate between $550,000 and $650,000 annually in combined cannabis business taxes, sales tax, and Measure M sales tax. Staff estimates each cultivation, manufacturing, and/or distribution business would generate over $100,000 annually. These dollars would all support the City's General Fund.

## RECOMMENDATION

Staff recommends the City Council take the following actions:

1. City Council move to adopt Ordinance No. 21-1490, approving comprehensive amendments to City of Pittsburg Municipal Code (PMC) Titles 5 and 18 related to commercial cannabis business permitting; and
2. Adopt a resolution establishing the allowable number of commercial cannabis permits.

## BACKGROUND

As stated above, on August 2, 2021, the City Council held a continued public hearing and introduced and waived further reading of Ordinance No 21-1490, with further changes, including the following:

1. Further amending section 5.70.150 to include the following sentence to the end of paragraph two: “A 4/5 vote is required to increase the number of commercial cannabis permits allowed or to expand the locations where commercial cannabis businesses are allowed.”
2. Further amending section 18.88.040(E) to include “Religious assembly” as a sensitive use subject to the 600-foot buffering requirement;
3. Further amending section 18.88.040(E) to change the phrase, “excluding microbusinesses,” to “including microbusinesses”; and
4. Further changes to section 18.88.045(e) as presented by staff to ensure consistency with the provisions set forth in California Business & Professions Code Section 480(a)(1)(A).

## SUBCOMMITTEE FINDINGS

Not applicable.

## STAFF ANALYSIS

After introducing an ordinance, the City Council must approve the action by adopting the ordinance by a majority vote at a subsequent meeting. The ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS:

1. Ordinance No. 21-1490
2. Resolution No. 21-13971

Report Prepared By: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | | |
|---|---|---|
| Ordinance Amending Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting | ) ) ) ) | ORDINANCE NO. 21-1490 |

WHEREAS, pursuant to the City's police power under Article XI Section 7 of the California Constitution, the City Council of the City of Pittsburg has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, in 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry.; and

WHEREAS, on October 3, 2016, the City Council adopted amendments to Titles 5 and 18 of the PMC to both regulate and ban cannabis activities. The changes regulated the delivery of cannabis for medical purposes and banned the utilization, delivery, and other cannabis activities including testing, manufacturing, and cultivation; and

WHEREAS, on November 8, 2016, the voters of the State of California voted to approve Proposition 64, which legalized the adult use of cannabis within the state. Pittsburg voters also supported Proposition 64, with 61% voting in support of the measure. At this time, Pittsburg voters also approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future. Measure J passed with 68% to 31.7%. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions; and

WHEREAS, in 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state's licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019; and

WHEREAS, on March 19, 2018, the City Council adopted Ordinance No. 18-1442, amending PMC Title 5 to allow for use of cannabis within medical and nonmedical product manufacturing, and establishing procedures for issuing medical and nonmedical commercial cannabis permits. These amendments, currently in effect, limit the types of commercial cannabis businesses to those designated as Type 6 (Manufacturers), Type 7 (Manufacturers), Type 8 (Testing Laboratories), and Type 11 (Distributors). Commercial entities seeking to manufacture cannabis-related products would be required to obtain a commercial cannabis permit, which is subject to City Council approval, and is mandated to include: 1) a Business Operating Agreement, which would set forth the terms and conditions under which the commercial medical cannabis business would operate; 2) a

Business Operating Plan; and 3) a Business Security Plan approved by the Chief of Police. The total number of commercial cannabis permits that may be issued within the City is limited to nine medical and nine non-medical. Cultivation, dispensaries, and retail deliveries of cannabis in the City of Pittsburg remain prohibited; and

WHEREAS, on June 4, 2018, the City Council adopted Ordinance No. 18-1448, amending PMC Title 18 to specify how cannabis uses were defined and zone districts in which they would be allowed to operate; and

WHEREAS, similar to state law at the time, in 2018, the City chose to require a 600-foot radius between cannabis businesses and schools, parks, youth centers, day cares, and libraries. In 2019, the City Council adopted Ordinance No. 19-1465 to: 1) specify how required distances between cannabis businesses and potentially sensitive uses are measured; 2) clarify definitions of specific potentially sensitive uses; and 3) establish a minimum distance of 1,000 feet between cannabis dispensaries and potentially sensitive uses, in the event cannabis dispensaries are allowed in the future; and

WHEREAS, in July 2020, the Land Use Subcommittee met to discuss potential proposals related to cannabis retail within the City. The Land Use Subcommittee recommended a workshop be held to gain feedback from all members of the City Council; and

WHEREAS, on March 22, 2021, the City Council held a workshop to discuss the City's cannabis policy. During the workshop, the City Council voiced general support for amending the PMC to allow for additional cannabis business types, including retail, cultivation, and microbusinesses, and identified preliminary areas where these businesses would be appropriate. The City Council also discussed the types of "sensitive uses" (i.e. uses that would be considered generally incompatible with cannabis businesses) that should be buffered from cannabis businesses. During the workshop, the City Council received a presentation from staff which included an overview of the types of zoning districts being considered for cannabis retail, cultivation, and microbusinesses to solicit feedback. While it was generally agreed that uses such as manufacturing, distribution, testing laboratories, cultivation, and microbusinesses (which generally must include a cultivation and/or manufacturing component) should remain in areas normally reserved for industrial users, there was a lengthy discussion regarding the best areas to locate stand-alone cannabis retail users; and

WHEREAS, PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed changes to zoning text amendments; and

WHEREAS, on June 22, 2021, the Planning Commission held a duly noticed public hearing to consider recommendation for City Council approval of amendments to PMC Titles 5 and 18 related to commercial cannabis businesses and voted 6-0 (with one absent) to adopt Resolution No. 10170, recommending City Council approval of amendments to the PMC related to cannabis. While amendments to Title 5, which deals with business licensing, do not require a Planning Commission recommendation, as the proposed amendments are substantially related, these amendments were included in the Planning Commission recommendation; and

WHEREAS, in order to adopt a zoning text amendment, and in accordance with

PMC sections 18.16.020 and 18.48.030, the City Council must find that:

1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;

2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;

3. there is a community need for the change proposed; and

4. the change will be in conformity with the public convenience, general welfare, and good zoning practice.; and

WHEREAS, on or prior to July 9, 2021, notice of the July 19, 2021, public hearing to consider this item was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091; and

WHEREAS, on July 19, 2021, the City Council of the City of Pittsburg held a duly noticed public hearing to consider the adoption of amendments to PMC Titles 5 and 18 related to commercial cannabis businesses. Due to all City Council members not being present, the City Council opened the public hearing, took public comment, and continued the public hearing to the August 2, 2021 meeting; and

WHEREAS, while not required, on or prior to July 23, 2021, notice of the August 2, 2021, continued public hearing to consider this item was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091; and

WHEREAS, on August 2, 2021, the City Council of the City of Pittsburg continued the duly noticed public hearing to consider the adoption of amendments to PMC Titles 5 and 18 related to commercial cannabis businesses.

NOW, THEREFORE, the City Council of the City of Pittsburg does ORDAIN as follows:

(new language shown in bold italic, deleted language shown in strikethrough)

SECTION 1. Findings.

A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

B. Based on the City Council staff report entitled, "Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code

Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits,'" dated August 2, 2021, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

2. This project is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The amendments proposed are procedural in nature and would not materially change the type of uses permitted within any areas of the City, but rather create specific definitions for similar businesses utilizing cannabis. Other amendments to Chapter 18.88 are intended only to provide clarity as to the required procedures for approving these uses and would therefore not result in any new impacts beyond those that could exist without the change, specifically as they may relate to aesthetics, air quality, transportation, noise, hazards, utilities and/or public services. Further, specific proposals to establish commercial cannabis businesses would be subject to approval of a Commercial Cannabis Permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.

3. In enacting this article, it is the intent of the City Council of the City of Pittsburg to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of cannabis, and the City Council finds that sanctioning the opening or establishment of medical cannabis collectives, cooperatives and dispensaries, or allowing the delivery of medical cannabis within the city, would be inconsistent with federal law. However, the City acknowledges that state law allows commercial cannabis businesses, and that certain commercial cannabis businesses that operate in accordance with state law and are properly vetted, regulated, and monitored, can have positive economic impacts in the communities in which they operate.

4. In order to protect the integrity of the City and the goals upon which this City was founded, the City Council finds that it is in the best interest of the residents of the City to allow commercial cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement, within certain areas of the City.

5. The proposed amendments are consistent with the current General Plan Land Use goals, specifically goals 2-G-12 and 2-G-15, which call for maintaining and supporting industrial character and activities in appropriate,

designated areas. The proposed changes which would potentially allow businesses to utilize cannabis commercially are consistent with General Plan Economic Development goals and policies that call for maintaining and enhancing an attractive climate for conducting business in Pittsburg (6-G-4) and efficient licensing and development permitting procedures and regulations (6-P-6). The amendments would also support the City's continued effort to develop a research and development and office attraction strategy to promote economic diversification, ensure appropriate location, and maximize growth opportunities, while retaining and expanding existing businesses (6-P-12). Lastly, as the City would enter into operating agreements with potential commercial cannabis businesses that allow for a marijuana business tax rate of up to 10% on all cannabis-related transactions, the City would potentially see increased General Fund revenues.

6. The proposed amendments are compatible with uses and regulations of the land use district for which they are proposed, in that the proposed text amendments will not permit any specific type of cannabis uses in any zoning district in which similar uses are not currently allowed or alter any development standards which would substantially alter the character of the zone districts in which these uses are permitted. Additionally, the allowed use of cannabis will not result in a substantial change to the type of raw materials or products produced by these types of businesses, and mandatory buffers from sensitive uses will be required.

7. There is a community need for the proposed amendments, in that studies have shown medical and nonmedical products that contain cannabis can have positive health benefits, and the increased production and availability of these products will potentially allow the community to more readily obtain effective treatments. Additionally, the use of cannabis in products will allow companies to experience increased sales, adding to the tax revenue base, and creating additional job opportunities.

6. The proposed amendments will be in conformity with the public convenience, general welfare, and good zoning practice, in that businesses that proposed to utilize cannabis for retail sales, cultivation, product manufacturing, testing, or distribution, or any combination of these uses, will be required to enter into an operating agreement with the City, which allows for a maximum tax rate of 10% on all cannabis-related transactions, and will potentially provide the City with increased tax revenues, which may be used to fund services that support the general welfare of the public, such as police services and parks. Further, no development standards will be substantially altered as to change the character of the zone districts in which these uses are permitted.

C. The Staff Report entitled, "Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits,'" dated August 2, 2021, is referenced hereto as additional support for findings.

SECTION 2. The title of Chapter 5.70 is hereby amended to read as follows:

CANNABIS ***BUSINESSES*** ~~DISPENSARIES, BUSINESSES AND DELIVERIES~~

SECTION 3. Article I of Chapter 5.70 is hereby repealed.

SECTION 4. Article II of Chapter 5.70 is hereby amended to read as follows:

Article II. ~~Nonmedical~~ Cannabis ***Businesses***

5.70.110 Purpose.

A. In enacting this article, it is the intent of the city council to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of cannabis, and the city council finds that sanctioning the opening or establishment of ~~nonmedical~~ cannabis collectives, cooperatives, and dispensaries, or allowing the delivery of ~~nonmedical~~ cannabis within the city would be inconsistent with federal law. However, the city acknowledges that state law allows commercial ~~nonmedical~~ cannabis businesses, and that certain commercial ~~nonmedical~~ cannabis businesses that operate in accordance with state law and are properly vetted, regulated, and monitored, can have positive economic impacts in the communities in which they operate.

~~B. Furthermore, the city council finds that nonmedical cannabis dispensaries are public nuisances in that many violent crimes have been committed that can be traced back to the proliferation of cannabis dispensaries, including armed robberies and murders. Increased noise and pedestrian traffic, including nonresidents in pursuit of cannabis, and out-of-area criminals in search of prey, are commonly encountered near or outside cannabis collectives, cooperatives and dispensaries. The city council further finds that it is reasonable to conclude that cannabis deliveries are likely to cause many of these same adverse impacts.~~

~~C. Therefore, in order to protect the integrity of the city and the goals upon which this city was founded, the city council finds that it is in the best interest of the residents of the city to prohibit nonmedical cannabis collectives, cooperatives and dispensaries, and cannabis deliveries, and only allow certain commercial cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement.~~

~~D~~***B***. The purpose of this article is to ~~prohibit cannabis collectives, cooperatives and dispensaries from being opened or established in the city of Pittsburg, as well as prohibiting nonmedical cannabis deliveries from occurring in the city of Pittsburg, while also allowing~~ ***establish*** ~~certain~~ ***regulations for*** commercial ~~nonmedical~~ cannabis businesses to operate ~~subject to requirements~~ ***as*** set forth in this article. Nothing in this article shall be deemed to allow or authorize any use or activity which is ***not expressly permitted by this article and is*** otherwise prohibited by any state or federal law.

5.70.120 Definitions.

The following words and phrases, whenever used in this article, shall be construed as hereafter set out, unless it is apparent that they have a different meaning:

A. “City” means the city of Pittsburg.

B. “Commercial ~~nonmedical~~ cannabis business” means ~~Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), Business and Professions Code Section 26000 et seq.~~ ***business engaged in commercial activity involving cannabis and holding one or more state licenses. A single commercial cannabis business may hold multiple state licenses under a single city commercial cannabis permit.***

C. “~~Nonmedical c~~Cannabis” ***shall have the same meaning as set forth in California Health and Safety Code Section 11018, et seq. Consistent with state law, it does not include industrial hemp, as defined in Health and Safety Code Section 11018.5.*** ~~includes marijuana and means any or all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not, the seeds thereof, the resin or separated resin, whether crude or purified, extracted from any party of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. means cannabis that is intended to be used for nonmedical purposes pursuant to Business and Professions Code Section 26000 et seq.~~

D. “~~Nonmedical c~~***C***annabis delivery” ~~means the commercial transfer of nonmedical cannabis or nonmedical cannabis products from a nonmedical cannabis dispensary to a person, as well as the use by a dispensary of any technology platform to arrange for or facilitate the transfer of nonmedical cannabis or nonmedical cannabis products.~~ ***shall have the same meaning as set forth in PMC section 18.08.080.***

E. “~~Nonmedical c~~***C***annabis ~~dispensary~~***retail***” or “***Retail***~~dispensary~~” ~~means any retail business that~~ Commercial cannabis activity that is required to possess a “Type 10 – Retailer” or “Type 12 Microbusiness” under Business and Professions Code Section 260050 et seq. ***shall have the same meaning as set forth in PMC section 18.08.080.***

F. “~~Nonmedical c~~***C***annabis product***(***s***)***” means***, consistent with state law,*** ~~nonmedical~~ ***unprocessed cannabis plant material and/or*** cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

G. ***“Licensee” means any person or business with a commercial cannabis permit and Operating Agreement approved by the city.***

***H.*** “Person” means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability corporation, collective, cooperative,

or combination thereof in whatever form or character.

5.70.130 ~~Nonmedical cannabis dispensaries prohibited~~ ***Reserved***.

~~Nonmedical cannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a nonmedical cannabis dispensary.~~

5.70.140 ~~Nonmedical cannabis deliveries prohibited~~ ***Reserved.***

~~Nonmedical cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, nonmedical cannabis deliveries. This section shall not be interpreted to prohibit the transportation of nonmedical cannabis through the city on public roads, as long as such transportation does not involve the delivery of nonmedical cannabis within the city.~~

5.70.150 Commercial ~~nonmedical~~ cannabis businesses allowed.

~~Commercial nonmedical cannabis businesses are allowed in the city, pursuant to the requirements set forth in this article. All commercial nonmedical cannabis businesses must obtain a city business license, a city nonmedical cannabis permit, and a state license prior to operation, and also enter into an operating agreement with the city. Only Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor, as defined by Business and Professions Code Section 26000 et seq., shall be allowed and permitted by the city. The city council may, at its discretion, issue up to nine commercial nonmedical cannabis permits. This number may be changed at a later time by resolution of the city council. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, a commercial nonmedical cannabis business without complying with the requirements of this article.~~

***No commercial cannabis business is allowed in the city, except in compliance with the requirements set forth in this article and all applicable provisions of the Pittsburg Municipal Code. Prior to operation, a commercial cannabis business must obtain a city business license, one or more city cannabis permits, all necessary state licenses, and enter into an operating agreement with the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, a commercial cannabis business without complying with the requirements of this article.***

***The city council may by resolution establish and/or modify the number and type of future commercial cannabis businesses allowed within the city, including establishing moratoria. A 4/5 vote is required to increase the number of commercial cannabis permits allowed or to expand the locations where commercial cannabis businesses are allowed.***

5.70.160 ~~Commercial nonmedical cannabis permit~~ ***Reserved***.

~~A. It shall be unlawful for any person to operate a commercial nonmedical cannabis business without a commercial nonmedical cannabis permit, issued by the city, under the terms and conditions set forth in this article.~~

~~B. Each commercial nonmedical cannabis permit shall expire five (5) years from its date of issuance. Renewal of the permit shall be subject to city council approval, which must be obtained at a duly noticed, open and public meeting. City shall have the right to charge an administrative fee to the commercial nonmedical cannabis permit holder, to compensate city for its reasonable and actual costs to evaluate the permit renewal.~~

~~C. The commercial nonmedical cannabis permit is not transferable, unless approved in writing by the City Manager. and a Any attempt to assign or transfer the permit without prior written consent from the City Manager shall render the permit null and void.~~

~~D. No commercial nonmedical cannabis business shall be located within 600 feet of an existing school (as defined by PMC 18.08.060(V)), general day care (as defined by PMC 18.08.060(F)), club or lodge (as defined by PMC 18.08.060(B)) used exclusively as a youth center, city-owned park space which is open to the public, or library, as measured from the main entrance of the business to the nearest access point of the other use, following the shortest publicly accessible path of travel, including but not limited to streets, alleys, sidewalks, pathways, or trails. However, in no event shall a commercial nonmedical cannabis dispensary providing cannabis products to the end user be located less than 1,000 feet from any of the uses described above, as measured by the shortest direct line distance between the subject parcel lines. The city council, by ordinance, may amend this restriction and/or allow permit modifications to allow for unique parameters of a specific commercial cannabis businesses. The permit modifications can take into consideration, but not be limited to:~~

> ~~Facility layout and orientation~~
> ~~Physical natural or manmade barriers~~
> ~~Low visual impact or adopt additional restrictions.~~

~~E. The commercial nonmedical cannabis business shall file an application for a commercial nonmedical cannabis permit with the city manager or city manager's designee on forms provided by the city, and shall pay an "application fee" and "processing fee."~~

~~F. The city council may deny an application for a commercial nonmedical cannabis permit, if it determines any of the following:~~

> ~~1. The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;~~

~~2. The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;~~

~~3. It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a permit to the business;~~

~~4. Potential threats to public health and safety cannot be sufficiently mitigated; or~~

~~5. Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city.~~

5.70.161 ~~Commercial nonmedical cannabis permit holder qualifications~~ ***Reserved***.

~~All commercial nonmedical cannabis permit holders must meet the following minimum qualifications. The city reserves the right to require additional qualifications through the commercial nonmedical cannabis permit application procedure.~~

~~A. Commercial nonmedical cannabis permit holders, business operators, and employees must be 21 years of age or older.~~

~~B. Commercial nonmedical cannabis permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any commercial nonmedical cannabis permit holder, their business operators, and employees.~~

~~C. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have felony convictions, as specified in Penal Code Sections 667.5(c) and 1192.7(c).~~

~~D. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have a criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.~~

5.70.162 ~~Commercial nonmedical cannabis permit application~~ ***Reserved***.

~~An application for a commercial nonmedical cannabis permit shall include, but not be limited to, the following information:~~

~~A. The legal name, and any other names, under which the commercial nonmedical cannabis business will operate.~~

~~B. The address of the location and the on-site telephone number, if known, of the commercial nonmedical cannabis business.~~

~~C. The following information for each owner and manager of the nonmedical commercial cannabis business:~~

~~1. Complete legal name and any alias(es), address, and telephone number.~~

~~2. Date and place of birth.~~

~~3. Social security numbers.~~

~~4. Copy of a valid government issued photo identification card, license, or passport.~~

~~5. List of all criminal convictions, other than infractions for traffic violations, the jurisdiction of the convictions, and the circumstances thereof.~~

~~6. Names of businesses owned or operated by the owner(s) or manager(s) within the last 10 years.~~

~~7. Investor and/or partner information.~~

~~D. Assessor's parcel number of the parcel upon which the commercial nonmedical cannabis business will be located.~~

~~E. Draft operating agreement, in accordance with PMC 5.70.163.~~

~~F. Notarized written authorization from the property owner and/or landlord, to operate a commercial nonmedical cannabis business on the site.~~

~~G. Air Quality Acknowledgement. When deemed necessary by city staff, the applicant shall provide a calculation of the business's anticipated emissions of air pollutants. The applicant shall also provide assurance that the business will comply with all best management practices established by the Bay Area Air Quality Management District ("BAAQMD"). No commercial nonmedical cannabis permit shall be issued to any business that would exceed the thresholds of significance established by the BAAQMD for evaluating air quality impacts for operation or construction.~~

~~H. Greenhouse Gas Emissions Acknowledgement. When deemed necessary by city staff, the applicant shall provide calculations of the anticipated greenhouse gas emissions for the operation of the business and, where applicable, the operation of the business. The applicant shall further demonstrate compliance with any applicable state, regional, or local plan for the reduction of greenhouse gas emissions. No commercial nonmedical cannabis permit shall be granted for any business that would violate any state, regional, or local plan for the reduction of greenhouse gases.~~

~~I. Water Supply Acknowledgement. When deemed necessary by the city engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient water supply exists for the use.~~

~~J. Wastewater Acknowledgement. When deemed necessary by the city engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient wastewater capacity exists for the proposed use.~~

~~K. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.~~

~~L. Property owner(s) and applicant(s) shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the permit and all provisions of the Pittsburg Municipal Code pertaining to the establishment and operation of the nonmedical commercial cannabis manufacturing business, including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the permit shall, in no way, allow any activity contrary to the Pittsburg Municipal Code, or any activity which is in violation of applicable laws.~~

~~M. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.~~

~~N. Signed indemnity provision.~~

~~O. Any other information the city deems necessary.~~
~~Pursuant to applicable law, private information will be exempt from disclosure to the public, in order to protect an applicant's privacy interest and safety.~~

5.70.163 Commercial ~~nonmedical~~ cannabis business operating agreement.

The operating agreement shall set forth the terms and conditions under which the commercial ~~nonmedical~~ cannabis business will operate, which are in addition to the requirements of this article, including, but not limited to:

***(A)*** a business operating plan as set forth in PMC 5.70.164;

***(B)*** a security plan as set forth in PMC 5.70.165;

***(C) Required cannabis business tax***;

***(B)*** payment of fees and other charges mutually agreed to; and

***(D)*** additional terms and conditions that will protect and promote public health, safety, and welfare.

The operating agreement shall be approved by the city council during a duly noticed, open and public meeting. The operating agreement may be approved

concurrently with the commercial ~~nonmedical~~ cannabis permit. An approved operating agreement shall only be in force with a valid commercial ~~nonmedical~~ cannabis permit.

5.70.164 Commercial ~~nonmedical~~ cannabis business operating plan.

An operating plan shall be in conformance with the requirements of this article, and shall include, at a minimum:

A. A list of the names, addresses, telephone numbers, and responsibilities of each applicant, manager and employee of the ~~nonmedical~~ ***commercial*** cannabis ~~manufacturing~~ business.

~~B. Prior to operation of the commercial cannabis business, the applicant shall submit to the Chief of Police or his designee, an exhibit listing the names, addresses, telephone numbers, and responsibilities of all employees not considered Responsible Parties. All employees must be twenty-one (21) years of age or older or as specified as in the business operating agreement. This list shall remain confidential. Any changes to this list shall be submitted to the Chief of Police as soon as reasonably possible. These changes shall not be considered an amendment to this agreement, and shall not require any prior approval.~~

~~C~~***B***. Planned hours and days of operations of the ~~nonmedical~~ ***commercial*** cannabis ~~manufacturing~~ business.

C. ***Site plan of the proposed facility.***

***D.*** Floor plan of the proposed business facility.

~~D~~***E***. ~~If applicant is a commercial nonmedical cannabis manufacturing business,~~ ~~p~~***P***rocedures to be utilized at the facility, including, as applicable, a description of which chemicals will be used, how chemicals will be stored, handled, and used; extraction and infusion methods; the transportation process; inventory procedures; cannabis track and trace procedures; inventory procedures; quality control procedures; and testing procedures.

~~E~~***F***. ~~If applicant is a commercial nonmedical cannabis manufacturing business, a~~ ***A*** detailed description of the product(s) to be manufactured at the business, including a description of the product's intended final use by consumers***, as applicable***.

***G***. ***A detailed description of the types of product(s) to be sold at the business, as applicable***.

***H***. Transportation plan detailing how and when ~~nonmedical~~ cannabis will be delivered to and from the commercial ~~nonmedical~~ cannabis business. ***Licensee shall only transport cannabis and/or cannabis products via a transport service(s) licensed by the state and in compliance with state law.***

~~G~~***I***. Procedures for identifying, managing, and disposing of contaminated,

adulterated, deteriorated, or excess ~~nonmedical~~ cannabis and ~~nonmedical~~ cannabis products.

~~H~~***J***. Procedures for inventory control to prevent diversion of ~~nonmedical~~ cannabis or ~~nonmedical~~ cannabis products to unintended uses; employee screening; storage of ~~nonmedical~~ cannabis; personnel policies; and recordkeeping.

~~I~~***K***. Odor management plan detailing the reasonable steps that will be taken by the business to ensure that the odor of ~~nonmedical~~ cannabis and other physical impacts on neighboring properties will be minimized.

~~J~~***L***. Policies and procedures for adopting, monitoring, implementing, and enforcing all requirements of this article.

The ~~c~~ity shall have the discretion to require changes to a business's operating plan. A commercial ~~nonmedical~~ cannabis permit holder is required to submit any proposed change(s) to an approved operating plan to the city manager for approval, at least 30 days before the proposed change(s) is/are to take effect. Failure to do so will result in a suspension and/or revocation of the permit. The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit.

5.70.165 Commercial ~~nonmedical~~ cannabis business security plan.

A security plan must be developed in consultation with, and approved by, the city's chief of police ***or their designee***, to ensure the safety of persons working inside the business, and to protect the premises from theft, vandalism, and fire. The applicant's ~~approved~~ ***proposed*** security plan must be filed with the city manager or city manager's designee ***at the time of application, and the final security plan as approved by the chief of police or their designee shall be kept on file with the police department and city manager's office at all times***. The applicant shall agree to implement all measures set forth in the security plan. The security plan shall include, but not be limited to, the following security measures:

A. Storing ~~nonmedical~~ cannabis and ~~nonmedical~~ cannabis products not being manufactured or tested, in a secure room(s). Access to this/these room(s) shall be limited to key officers or employees.

B. Installation of 24-hour security surveillance cameras of at least high definition quality, to monitor all entrances and exits to and from the premises, all interior spaces where cannabis, cash, or currency is being stored, and all interior spaces where diversion of cannabis could reasonably occur. Access to the security surveillance camera network shall be given to the police department.

***C. The location, make(s) and model(s) of all security infrastructure.***

***D. A floor plan showing the location of secure areas***

~~E Any proposed building modifications~~

~~F. All other requirements determined by the city manager and/or city's chief of police.~~

~~C~~***E***. Retention of 24-hour surveillance camera footage for at least 60 days. All surveillance camera footage shall be made immediately available to the chief of police or the chief of police's designee, or to any other state or local law enforcement, upon request.

~~H. Should the business necessitate an increased police presence, the Chief of Police may require Licensee to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police. Any such additional measures required by the Chief of Police shall be at the business owner's sole expense.~~

***F. The total amount of concentrated THC stored by a manufacturing business at any one time shall be documented, and records shall be made available to the chief of police or his/her designee at all times. The chief of police shall reserve the right to establish a limit on the amount of concentrated THC stored at any time.***

~~J. All inventory, testing, usage, or other logs shall be made available to the Police Department or City Manager upon request.~~

~~K. All cannabis concentrate shall be stored in a secure facility as shown in approved floor plan. The secure area shall remain locked at all times, and shall be accessible only by those individuals identified and approved as "Responsible Parties."~~

~~DL~~***G***. Professionally installed, maintained and monitored alarm system. Notice of the triggered alarm shall be sent to the police department.

~~E~~***H***. Sensors installed to detect entry and exit from all secure areas.

~~F~~***I***. Use of commercial-grade, nonresidential locking mechanisms at all points of ingress and egress.

~~G~~***J***. Procedure whereby police ***department*** ~~are~~ ***is*** notified immediately upon any incidents of theft, vandalism, or any other instances stipulated by the chief of police ***or their designee***.

~~H~~***K***. Designation of a responsible individual, who will be the business's point of contact with city, police, and other law enforcement entities.

~~I~~***L***. Transportation plan detailing how and when nonmedical cannabis will be delivered to and from the commercial ~~nonmedical~~ cannabis business.

***M. If the chief of police determines a business is disproportionately***

***impacting police resources, the chief of police may require Licensee to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the police department, or such other measures as determined necessary by the chief of police. Any such additional measures required by the chief of police shall be at the Licensee's sole expense.***

***N. All inventory, testing, usage, or other logs shall be made available to the police department or city manager upon request.***

***O. All other requirements determined by the city manager and/or city's chief of police in their sole discretion.***

5.70.170 ~~Commercial nonmedical cannabis permit revocation and suspension~~ ***Reserved***.

~~A commercial nonmedical manufacturing permit issued under this article may be immediately suspended and/or revoked for any of the following reasons:~~

~~A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.~~

~~B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the permit.~~

~~C. An operator/permit holder's state license for commercial nonmedical cannabis operations is revoked, terminated, or not renewed.~~

~~D. An operator/permit holder's commercial nonmedical cannabis permit is suspended or revoked.~~

~~E. The commercial nonmedical cannabis business fails to become operational within six (6) months of obtaining its commercial nonmedical cannabis permit.~~

~~F. Once operational, the business ceases to be in regular and continuous operation for 90 consecutive days.~~

~~G. State law allowing the use for which the permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.~~

~~H. Circumstances under which the permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.~~

~~I. The permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the permit application.~~

~~J. An operator/permit holder is not current on city taxes or fees.~~
~~K. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.~~

~~L. An operator/permit holder fails to adhere to the Security Plan, as may be modified by the Chief of Police.~~

~~LM. An operator/permit holder's state license for commercial nonmedical cannabis operations is suspended. The city shall not reinstate the permit until documentation is received showing that the state license has been reinstated or reissued. It shall be the city's discretion whether the city reinstates any permit.~~

~~The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit. A suspension and/or revocation of a permit automatically suspends and/or revokes the permit holder's commercial nonmedical cannabis business operating agreement.~~

5.70.180 ~~Commercial nonmedical cannabis permit indemnification~~ ***Reserved.***

~~To the fullest extent permitted by law, commercial nonmedical cannabis permit holders shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its officers, officials, employees, agents and volunteers (collectively, "indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation attorney's fees, costs and fees of litigation (collectively, "liability") of every nature arising out of, pertaining to, or relating to the city's suspension and/or revocation of a permit, except such liability caused by the sole gross negligence or willful misconduct of city.~~

5.70.190 ~~Dual application process~~ ***Reserved***.

~~A person may apply for a commercial medical cannabis permit and commercial nonmedical cannabis permit concurrently.~~

5.70.200 Penalty.

A. Violation of this article is a public nuisance.

B. Nothing in this article in any way limits any other remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this chapter. Such additional remedies include, but are not limited to, injunctive relief, administrative citations, or a cause of action under the California Narcotics Nuisance Abatement Act (Health and Safety Code Section 11570).

SECTION 5. Section 18.08.080 of the Pittsburg Municipal Code is hereby amended to include the following commercial use classifications:

***Cannabis Delivery. Consistent with state law, a facility or business that holds a valid and appropriate state license and conducts the retail sale of cannabis***

***or cannabis products via delivery service to the end user. Cannabis Delivery includes both storefront retail businesses open to the public and engaged in the delivery of cannabis or cannabis products, as well as non-storefront cannabis businesses with a physical location in the city that sell and deliver cannabis or cannabis products to customers without a premises that is open to the public. This definition excludes "Cannabis Microbusiness."***

***Cannabis Retail. Consistent with state law, a facility or business that holds a valid state license and conducts the retail sale of cannabis or cannabis products. This definition excludes "Cannabis Microbusiness."***

SECTION 6. Section 18.08.100 of the Pittsburg Municipal Code is hereby amended to read as follows:

18.08.100 Industrial use classifications.

A. Food and Drug Processing. Establishment engaged in the manufacture, processing, production, or packaging of drugs, beverages, or food products within an enclosed building. This classification includes brewery, bottler, winery, meat processing plant, candy and dairy product manufacturer, ~~commercial medical and nonmedical cannabis businesses as defined by PMC 18.88.010,~~ and related activities within an enclosed building, but excludes slaughterhouse, rendering plant, cannery or tannery. Uses in this classification may provide for the incidental on-site tasting or retailing of products.

B. Industrial Service. Establishment that provides services in which industrial-type equipment, materials, and supplies are maintained on the site or that require on-site processing or handling of materials or substances.

1. Boatyard. Establishment providing facilities for the repair, detailing, painting, maintenance, fabrication and handling of small boats such as pleasure craft and commercial fishing and tour boats, and related equipment. This includes ancillary boat ramps, drydocks, and handling facilities, and sail-making lofts.

2. Contractor. Establishment that furnishes supplies, equipment, or products, and performs services at off-site locations but which maintains equipment, vehicles with a gross vehicle weight in excess of 15,000 pounds, stock-in-trade, and related activities on-site within an enclosed building. Typical uses are construction, janitorial, excavation, demolition, pest control, landscape or building contracting services.

a. Contractor Yard. Storage yard and maintenance of equipment and supplies outside of a building.

3. Equipment Sales and Rental. Retail or wholesale sale or rental of new or used large vehicles such as tractors, construction or agricultural equipment, commercial utility trucks, and utility or freight trailers. Establishments in this classification may offer incidental repair and maintenance of equipment for sale or rent.

4. Laboratory. Establishment over 2,000 square feet, other than medical/dental lab, providing commercial testing, photofinishing, chemical or biological analytical service within an enclosed building.

***a. Cannabis Testing Laboratory. Consistent with state law, an establishment that holds a valid state license that offers or performs tests of cannabis or cannabis products and that is both accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state and licensed by the state.***

5. Laundry. Establishment that provides on-site cleaning services within an enclosed building. This classification includes industrial dry cleaning plant, commercial laundry and linen supply services, or diaper services.

6. Processor. Establishment in which materials or items are handled or processed including their related storage and sale. This classification includes rock or mineral crushing and processing services; lumber, building material and scrap metal salvage and handling; solid waste facility/materials recovery facility and transfer station; and auto dismantler within an enclosed building.

7. Repair/Jobbing Service. Establishment providing facilities within an enclosed building for the repair or custom manufacture of heavy business and industrial equipment, other than automobile, recreational vehicle and boat repair. Uses include welding and machine shop, foundry, metal finishing, tool making, or construction and material handling equipment repair services.

C. Manufacturing. An industrial activity involving the making of goods or products by manual labor or machine process, including incidental and related processing, storage, wholesaling and distribution.

1. Heavy. Establishment engaged in the primary production of and extraction of metals or chemical products from raw materials or the pre-production processing of basic products, including bulk storage and handling of such products and materials. Uses in this classification typically involve a high incidence of truck, rail, or ship traffic, and/or outdoor storage of products, materials, equipment, or bulk fuel. This classification includes steelworks and finishing mill; chemical and fertilizer plant; petroleum and gas refinery; lumber, paper, or textile mill; asphalt, concrete, and hot mix batch plant; stoneworks, glassworks, brick refractory; and concrete products manufacturing within an enclosed building.

2. Limited. Establishment engaged in the fabrication, assembly, processing, treatment, or packaging of finished parts or products from previously prepared materials within an enclosed building, excluding food and drug processing.

3. Custom. Establishment primarily engaged in on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment. This classification may include the incidental direct sale to consumers of only those products produced on-site. Typical uses include ceramic studio, candle-making, boatwright, custom jewelry manufacture, ornamental iron works, cabinet shop, or

stained/leaded glass studio.

***4. Cannabis Manufacturing. Consistent with state law, an establishment that holds a valid state license and conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container, but excludes "Cannabis Microbusiness."***

***5. Cannabis Microbusiness. Consistent with state law, an establishment that holds a valid state license and is engaged in three of the following four commercial cannabis activities: cultivation of cannabis in an area less than 10,000 square feet; cannabis distributor; cannabis manufacturing; and cannabis retail.***

D. Research and Development Production. Establishment primarily engaged in the research, development, testing, and controlled production and wholesale of high-technology electronic, industrial, or scientific products or commodities within an enclosed building, but does not include uses that may be objectionable by reason of production of offensive odor, dust, noise, vibration, or storage of hazardous materials. Uses include biotechnology, film, and nontoxic electronic and computer component manufacturers.

E. Transportation/Distribution. Activity and facility involving the distribution of freight or transportation services.

1. Commercial/Personal Transport Services. Establishment providing transportation services including the incidental maintenance and storage of vehicles, but excluding establishments with facilities for long- or short-term storage of transported goods. This classification includes limousine, bus, taxi, or armored car services.

2. Railroad Terminal and Switchyard. Facility for distributing freight from rail cars and making up trains.

3. Truck Terminal. Establishment providing truck storage or facilities for the distribution, handling, processing, and long- or short-term storage of transported goods or packages. This classification does not include trucking activities accessory to a permitted or conditionally permitted use.

4. Wharf. Facility comprised of one or more docks and adjacent land, that is used for the berthing of ships and barges, and the distribution and handling of cargo.

***5. Cannabis Distribution. Consistent with state law, an establishment that holds a valid state license and is engaged in the procurement, sale, and transport of cannabis and cannabis products between commercial cannabis businesses licensed by the state. This definition excludes "Cannabis Microbusiness."***

F. Wholesaling and Storage. Establishment engaged in the wholesale, distribution and warehousing of goods. Uses in this category provide storage space for bulk quantities of commercial goods, or sell or arrange the sale of goods from suppliers to other wholesalers or retailers. Establishments under this classification may sort, package and label products for distribution, but do not display merchandise or accommodate walk-in retail customers.

1. With Interior Storage. Storage and handling of goods and equipment is entirely within an enclosed building.

2. With Exterior Storage. Storage and handling of goods and equipment is entirely or partially outdoors, even if screened from public view. This classification does not include junk or vehicle dismantling yard, or disposal facility.

SECTION 7. Section 18.08.120 of the Pittsburg Municipal Code is hereby amended to add the following use classification:

***Cannabis Cultivation.***

***1. Indoor. Consistent with state law, an establishment that holds a valid state license and is engaged in cannabis cultivation indoors for the purpose of commercial use, but excludes a "Cannabis Microbusiness."***

***2. Outdoor. Consistent with state law, an establishment that holds a valid state license and is engaged in cannabis cultivation outdoors for the purpose of commercial use, but excludes a "Cannabis Microbusiness."***

***3. Mixed Light. Consistent with state law, an establishment that holds a valid state license and is engaged in cannabis cultivation utilizing a mixture of indoor and outdoor lighting for the purpose of commercial use, but excludes a "Cannabis Microbusiness."***

SECTION 8. Section 18.52.010, Schedule A, of the Pittsburg Municipal Code is hereby amended to include the following uses and limitations:

| | CO | CN | CC | CS | CSD | CW | CP |
|---|---|---|---|---|---|---|---|
| ***Cannabis Delivery*** | ***-*** | ***-*** | ***L-175, L-176*** | ***L-175, L-176*** | ***-*** | ***-*** | ***-*** |
| ***Cannabis Retail*** | ***-*** | ***-*** | ***L-175, L-176*** | ***L-175, L-176*** | ***-*** | ***-*** | ***-*** |

| | |
|---|---|
| ***L-175*** | ***Businesses utilizing cannabis as a primary or accessory use shall comply with the requirements prescribed by Chapters 5.70 and 18.88 PMC. On-site tasting or sampling of cannabis products to or by the public is prohibited.*** |

| | |
|---|---|
| ***L-176*** | ***Limited to parcels located north of State Route 4 and east of Loveridge Road.*** |

SECTION 9. Section 18.54.010, Schedule A, of the Pittsburg Municipal Code is hereby amended to include the following uses and limitations, amend the identified permitting procedure related to 'Food and drug processing,' and amend Limitation 175 ("L-175"):

| | IP | IL | IG |
|---|---|---|---|
| Commercial | | | |
| ***Cannabis Delivery*** | ***L-175, L-177*** | ***L-175, L-178*** | ***L-175, L-178*** |
| ***Cannabis Retail*** | ***L-175, L-177*** | ***L-175, L-178*** | ***L-175, L-178*** |
| Industrial | | | |
| Food and drug processing | U~~,~~ ~~L-175~~ | U~~,~~ ~~L-175~~ | U~~,~~ ~~L-175~~ |
| ***Cannabis Testing Laboratory*** | ***L-175; L-178*** | ***L-175; L-178*** | ***L-175; L-178*** |
| ***Cannabis Manufacturing*** | ***L-175; L-177*** | ***L-175; L-178*** | ***L-175; L-178*** |
| ***Cannabis Microbusiness*** | ***L-175; L-177*** | ***L-175; L-178*** | ***L-175; L-178*** |
| ***Cannabis Distribution*** | ***L-175; L-177*** | ***L-175; L-178*** | ***L-175; L-178*** |
| Agricultural and Extractive | | | |
| ***Cannabis Cultivation*** | | | |
| ***Indoor*** | ***L-175; L-177*** | ***L-175; L-178*** | ***L-175; L-178*** |
| ***Outdoor*** | ***-*** | ***-*** | ***-*** |
| ***Mixed Light*** | ***-*** | ***-*** | ***-*** |

IP, IL AND IG DISTRICTS – ADDITIONAL USE REGULATIONS

| | |
|---|---|
| L-175 | ***Businesses utilizing cannabis as a primary or accessory use shall comply with the requirements prescribed by Chapters 5.70 and 18.88 PMC. On-site tasting or sampling of cannabis products to or by the public is prohibited.*** ~~Use permit~~ |

| | |
|---|---|
| | ~~required. Businesses utilizing cannabis as a primary or accessory use are not required to obtain a use permit, but shall comply with the requirements prescribed by PMC Title 5, and Chapters 5.70 and 18.88 PMC. On-site tasting, sampling, or retailing of cannabis products to or by the public is prohibited.~~ |
| ***L-177*** | ***Limited to areas located within the Railroad Avenue Specific Plan area south of State Route 4 and east of Harbor Street. Uses must also be set back a minimum of 200 feet from the right-of-way of Harbor Street, Leland Road, and Loveridge Road.*** |
| ***L-178*** | ***Limited to areas located north of Pittsburg-Antioch Highway and east of Loveridge Road.*** |

SECTION 10. PMC Chapter 18.88 is hereby amended to read as follows:

18.88.010 Definitions.

***"Cannabis" shall have the same meaning as set forth in California Health and Safety Code Section 11018, et seq. Consistent with state law, it does not include industrial hemp, as defined in Health and Safety Code Section 11018.5.***

"Commercial ~~medical~~ cannabis business" means ***business engaged in commercial activity involving cannabis and holding one or more state licenses. A single commercial cannabis business may hold multiple state licenses under a single city commercial cannabis permit.*** ~~Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq~~.

~~"Commercial nonmedical cannabis business" means any nonmedical Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq.~~

"Fully enclosed and secure structure" means a space within a building that complies with the applicable building code, and has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors. Walls and roof must be constructed of solid materials that cannot be easily broken through, and must be constructed with nontransparent material.

"Indoors" means inside a fully enclosed and secure structure or within a private residence.

“Medical cannabis” means cannabis used for medical purposes in accordance with the Compassionate Use Act, Health and Safety Code Section 11362.5, and the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), Business and Professions Code Section 26000 et seq.

“Medical cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis as defined in Business and Professions Code Section 26000 et seq.

“Medical cannabis delivery” means the transfer of medical cannabis or medical cannabis products from a medical cannabis dispensary to a qualified patient or primary caregiver, as well as the use by a dispensary of any technology platform to arrange for or facilitate the transfer of medical cannabis or medical cannabis products.

“Medical cannabis dispensary” or “dispensary” means (1) any facility, building, structure or location, whether fixed or mobile, where a primary caregiver makes available, sells, transmits, gives or otherwise provides medical cannabis to three or more of the following: a qualified patient or a person with an identification card, or a primary caregiver, in strict accordance with Health and Safety Code Section 11362.5 et seq.; or (2) any facility, building, structure or location where three qualified patients and/or persons with identification cards and/or primary caregivers meet or congregate in order to collectively or cooperatively distribute, sell, dispense, transmit, process, deliver, exchange or give away cannabis for medicinal purposes pursuant to Health and Safety Code Section 11362.5 et seq., and such group is organized as a medical cannabis cooperative or collective as set forth in the Attorney General’s guidelines. The terms “primary caregiver,” “qualified patient,” and “person with an identification card” shall be as defined in Health and Safety Code Section 11362.5 et seq.

For purposes of this chapter, a “medical cannabis dispensary” shall not include the following uses, as long as the location of such uses is otherwise regulated by applicable law and complies strictly with applicable law, including but not limited to Health and Safety Code Section 11362.5 et seq.:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code;

2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code;

3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code;

4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code;

5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

“Medical cannabis products” means medical cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
“Nonmedical cannabis” means cannabis that is intended to be used for nonmedical purposes pursuant to Health and Safety Code Section 11362.1 et seq. and Business and Professions Code Section 26000 et seq.

~~“Nonmedical cannabis cultivation” means the planting, growing, harvesting, drying or processing of cannabis plants or any part thereof pursuant to Health and Safety Code Section 11362.1 et seq. and Business and Professions Code Section 26000 et seq.~~

~~“Nonmedical cannabis delivery” means the commercial transfer of nonmedical cannabis or nonmedical cannabis products to a person, including any technology that enables persons to arrange for or facilitate the commercial transfer of nonmedical cannabis or nonmedical cannabis products.~~

~~“Nonmedical cannabis products” means nonmedical cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.~~

“Outdoors” means any location within the city that is not within a fully enclosed and secure structure or a private residence.

“Person” means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability corporation, collective, cooperative, or combination thereof in whatever form or character.

“Private residence” means a house, an apartment unit, a mobile home or other similar dwelling.

“Solid fence” means a fence constructed of substantial material, such as wood or metal, that prevents viewing the contents from one side to the other side of the fence.

18.88.020 ~~Medical cannabis dispensaries prohibited~~***. Reserved***.

~~Medical cannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a medical cannabis dispensary.~~

18.88.030 ~~Medical cannabis deliveries prohibited.~~ ***Reserved.***

~~Medical cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or~~

~~carried on, in or upon any premises in the city, medical cannabis deliveries. This section shall not be interpreted to prohibit the transportation of medical cannabis through the city on public roads, as long as such transportation does not involve the delivery of medical cannabis within the city.~~

18.88.035 Commercial ~~nonmedical~~ cannabis businesses allowed.

Commercial ~~nonmedical~~ cannabis businesses are subject to the permit requirements outlined in the base district applicable to the site, and subject to additional permitting requirements as outlined in PMC 5.70.150.

18.88.040 ~~Commercial medical cannabis businesses allowed.~~ ***Commercial cannabis permit.***

~~Commercial medical cannabis businesses are subject to the permit requirements outlined in the base district applicable to the site, and subject to additional permitting requirements as outlined in PMC 5.70.050.~~

***A. It shall be unlawful for any person to operate a commercial cannabis business without a commercial cannabis permit, issued by the city, under the conditions set forth in this article and any other applicable provisions of the Pittsburg Municipal Code.***

***B. Each commercial cannabis permit shall be subject to approval by the city council.***

***1. To approve a commercial cannabis permit, the city council must make findings consistent with those set forth under section 18.16.040.***

***2. The city council may deny an application for a commercial cannabis permit, if it determines any of the following:***

***(a) The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;***
***(b) The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;***
***(c) It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a permit to the business;***
***(d) Potential threats to public health and safety cannot be sufficiently mitigated;***
***(e) Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city; or***
***(f) The proposed location would create a visual impact which would, in the sole discretion of the city council, negatively impact the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality.***

***C. Each commercial cannabis permit shall expire five (5) years from its date of issuance. Renewal of the permit shall be subject to city council approval, which must be obtained at a duly noticed, open and public meeting. Any permit holder is subject to an administrative fee to compensate city for its reasonable and actual costs to evaluate the renewals of permit and/or Operating Agreement, as well as annual evaluations of Operating Agreement compliance.***

***D. The commercial cannabis permit is not transferable, unless approved in writing by the city manager. Any attempt to assign or transfer the permit without prior written consent from the city manager shall render the permit null and void.***

***E. No commercial cannabis business shall be located within 600 feet of an existing, legally established school (as defined by PMC 18.08.060(V)), general day care (as defined by PMC 18.08.060(F)), club or lodge (as defined by PMC 18.08.060(B)) used exclusively as a youth center, city-owned park space which is open to the public, religious assembly (as defined by PMC 18.08.060(T)) or library, as measured from the main entrance of the cannabis business to the nearest access point of the other use, following the shortest publicly accessible path of travel, including but not limited to streets, alleys, sidewalks, pathways, or trails. However, in no event shall a cannabis retail business, including microbusinesses, be located less than 1,000 feet from any legally established school, as measured by the shortest direct line distance as measured from the main entrance of the cannabis business to the nearest parcel boundary of the other use.***

***F. The commercial cannabis business shall file an application for a commercial cannabis permit with the city manager on forms provided by the city, and shall pay an application fee and processing fee, which shall cover the actual costs associated with the city's processing of the application.***

18.88.045 ~~Nonmedical cannabis deliveries prohibited.~~ ***Commercial cannabis permit holder qualifications.***

~~Nonmedical Cannabis Deliveries as a Prohibited Use. Nonmedical cannabis deliveries are prohibited in all zones of the city. No permit or any other applicable license or entitlement for use, nor any business license, shall be approved or issued for the establishment, maintenance or operation of nonmedical cannabis deliveries.~~

***All commercial cannabis permit holders must meet the following minimum qualifications. The city reserves the right to require additional qualifications through the commercial cannabis permit application procedure.***

***A. Commercial cannabis permit holders shall apply in a timely manner for such other permits and approvals from other governmental agencies as may be required by state law. Prior to commencing operation of the business,***

***Commercial cannabis permit holders shall secure all required governmental permits and supply copies to the city for review.***

***B. At all times, Commercial cannabis permit holder is required to maintain an active Business License and Commercial Cannabis Permit(s) with city, as well as all licenses required by the State of California.***

***C. Commercial cannabis permit holders, business operators, and employees must be 21 years of age or older.***

***D. Commercial cannabis permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any commercial cannabis permit holder, their business operators, and employees.***

***E. Commercial cannabis business owners, operators, managers, and employees must not have any felony conviction within the past seven (7) years, as specified in Penal Code Sections 667.5(c) and 1192.7(c) or any criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor except that the seven-year limit shall not apply to the same convictions set forth in California Business & Professions Code Section 480(a)(1)(A).***

18.88.050 ~~Medical cannabis cultivation prohibited.~~ ***Commercial cannabis permit application.***

~~Medical cannabis cultivation is prohibited in the city. No person shall engage in medical cannabis cultivation in or upon any premises or property in any district in the city.~~

***An application for a commercial cannabis permit shall include, but not be limited to, the following information:***

***A. The legal name, and any other names, under which the commercial cannabis business will operate.***

***B. The address of the location and the on-site telephone number, if known, of the commercial cannabis business.***

***C. The following information for each owner and manager of the commercial cannabis business:***

> ***1. Complete legal name and any alias(es), address, and telephone number.***
> ***2. Date and place of birth.***
> ***3. Social security numbers.***

*4. Copy of a valid government issued photo identification card, license, or passport.*
*5. Names of businesses owned or operated by the owner(s) or manager(s) within the last 10 years.*
*6. Investor and/or partner information.*

*D. Assessor's parcel number of the parcel upon which the commercial cannabis business will be located.*

*E. Notarized written authorization from the property owner and/or landlord, to operate a commercial cannabis business on the site.*

*F. Water Supply Acknowledgement. When deemed necessary by the city Engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient water supply exists for the use.*

*G. Wastewater Acknowledgement. When deemed necessary by the city Engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient wastewater capacity exists for the proposed use.*

*H. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.*

*I. Property owner(s) and applicant(s) shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the permit and all provisions of the Pittsburg Municipal Code pertaining to the establishment and operation of the commercial cannabis business, including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the permit shall, in no way, allow any activity contrary to the Pittsburg Municipal Code, or any activity which is in violation of applicable laws.*

*J. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.*

*K. Signed indemnity provision.*

*L. A business operating plan as set forth in PMC 5.70.164;*

*M. A security plan as set forth in PMC 5.70.165;*

*N. Any other information the city deems necessary.*

*Pursuant to applicable law, private information will be exempt from disclosure*

*to the public, in order to protect an applicant's privacy interest and safety.*

*18.88.051 Performance standards for all commercial cannabis businesses.*

*A. Licensee shall at all times comply with state law including but not limited to the manufactured cannabis safety regulations at Title 17 California Code of Regulations Sections 40100 et seq. Licensee shall adhere to manufacturing practices as set forth in Title 21 of the Code of Federal Regulations, Parts 210, 211, 225, and 226.*

*B. All inventory of cannabis raw materials and finished products shall be kept in secured storage areas or as otherwise approved by the chief of police as specified within an approved security plan, to which only authorized personnel shall have access. Use and movement of all cannabis products, shall be logged from acceptance of shipment to delivery at retail location for inventory accuracy and management. Records shall be made available to the Police Department or any other agency with regulatory authority within 72 hours of written request therefor.*

*C. Licensee shall require all prospective employees to submit to a live scan at a designated service provider and a background check by the California Department of Justice (DOJ) and local law enforcement. The cost of the background check shall be borne by the Licensee or the prospective employee. Licensee shall not employ any person in violation of PMC sections 5.70.052 and 5.70.161.*

*D. All raw or concentrated cannabis shall be securely stored in areas approved as specified in the operating agreement or as otherwise approved by the chief of police.*

*E. By-products of any cannabis business operation, including but not limited to those by products resulting from testing, cultivation, trimming, or manufacturing processes shall be disposed of pursuant to local and state laws.*

*F. The city manager may require measures to be taken to eliminate odors, in the event odors resulting from cannabis are shown to have continually occurred. These measures may include, but are not limited to, installation of industrial grade HEPA filtration and/or activated carbon filtration systems. Any required measures shall be taken at the sole cost of the Licensee.*

*G. Required Changes. City shall have the discretion to require changes to any of the terms within this section, upon reasonable notice to Licensee.*

*H. Licensee shall, to the fullest extent allowed by law, give preference to residents of the City of Pittsburg for employee hiring.*

*I. All signage shall be approved and placed in accordance with Title 19 of the Municipal Code. The Police Department and Planning Division shall reserve*

***sole discretion in determining approved language and imagery at the project site.***

***J. All cannabis businesses open to the public shall prominently display signage near the public entrance designed to alert consumers to the possible health impact of cannabis use and smoke.***

***K. City may require additional provisions in the operating agreement.***

***18.88.052 Commercial cannabis permit revocation and suspension.***

***A commercial cannabis permit issued under this article may be immediately suspended and/or revoked for any of the following reasons:***

***A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.***

***B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the permit.***

***C. An operator/permit holder's state license for commercial cannabis operations is revoked, terminated, or not renewed.***

***D. An operator/permit holder's commercial cannabis permit is suspended or revoked.***

***E. The commercial cannabis business fails to become operational within six (6) months of obtaining its commercial cannabis permit.***

***F. Once operational, the business ceases to be in regular and continuous operation for 90 consecutive days.***

***G. State law allowing the use for which the permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.***

***H. Circumstances under which the permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.***

***I. The permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the permit application.***

***J. An operator/permit holder is not current on city taxes or fees.***

***K. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.***

***L. An operator/permit holder fails to adhere to the Security Plan, as may be modified by the chief of police.***

***M. An operator/permit holder's state license for commercial cannabis operations is suspended. The city shall not reinstate the permit until documentation is received showing that the state license has been reinstated or reissued. It shall be the city's discretion whether the city reinstates any permit.***

***The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit. A suspension and/or revocation of a permit automatically suspends and/or revokes the permit holder's commercial cannabis business operating agreement.***

***18.88.053 Commercial cannabis permit indemnification***

***To the fullest extent permitted by law, commercial cannabis permit holders shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its officers, officials, employees, agents and volunteers (collectively, "indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation attorney's fees, costs and fees of litigation (collectively, "liability") of every nature arising out of, pertaining to, or relating to the city's suspension and/or revocation of a permit, except such liability caused by the sole gross negligence or willful misconduct of city.***

18.88.055 Nonmedical cannabis cultivation.

The following regulations shall apply to the cultivation of nonmedical cannabis within the city:

A. Cultivation Not in Compliance with This Chapter. It is declared to be unlawful and a public nuisance for any person owning, leasing, occupying or having charge or possession of any parcel or premises within any zoning district in the city to cultivate nonmedical cannabis, except as provided for in this code. No person other than an individual 21 years of age or older may engage in the cultivation of nonmedical cannabis.

~~B. Outdoor Cultivation. It is unlawful and a public nuisance for any person owning, leasing, occupying, or having possession of any legal parcel or premises within any zoning district in the city to cause or allow such parcel or premises to be used for the outdoor cultivation of nonmedical cannabis.~~

~~C. Indoor Cultivation. Indoor cultivation of nonmedical cannabis is prohibited in all zoning districts of the city, except when such cultivation occurs on a parcel or premises with an approved private residence. All cultivation must be in compliance with this chapter.~~

~~D~~C. Indoor Cultivation in Private Residence. The indoor cultivation of nonmedical cannabis on a parcel or premises with an approved private residence shall only be conducted within a fully enclosed and secure structure or within a residential structure. Such cultivation shall be in conformance with the following minimum standards:

1. The primary use of the property shall be for a residence. Nonmedical cannabis cultivation is prohibited as a home occupation.

2. All areas used for cultivation of nonmedical cannabis shall comply with PMC Title 15 (Buildings and Construction), as well as applicable law.

3. Indoor grow lights shall not exceed 1,000 watts per light, and shall comply with the California Building, Electrical and Fire Codes as adopted by the city.

4. The use of gas products (CO2, butane, propane, natural gas, etc.) or generators for cultivation of nonmedical cannabis is prohibited.

5. Any fully enclosed and secure structure or residential structure used for the cultivation of nonmedical cannabis must have a ventilation and filtration system installed that shall prevent cannabis plant odors from exiting the interior of the structure and that shall comply with PMC Title 15 (Buildings and Construction).

6. A fully enclosed and secure structure used for the cultivation of nonmedical cannabis shall be located in the rear yard area of the parcel or premises, and must maintain a minimum 10-foot setback from any property line. The yard where the fully enclosed and secure structure is maintained must be enclosed by a solid fence at least six feet in height. This provision shall not apply to cultivation occurring in a garage.

7. Adequate mechanical locking or electronic security systems must be installed as part of the fully enclosed and secure structure or the residential structure prior to the commencement of cultivation.

8. Nonmedical cannabis cultivation shall be limited to six cannabis plants per private residence, regardless of whether the cannabis is cultivated inside the residence or in a fully enclosed and secure structure. The limit of six plants per private residence shall apply regardless of how many individuals reside at the private residence.

9. The residential structure shall remain at all times a residence, with legal and functioning cooking, sleeping and sanitation facilities with proper ingress and egress. These rooms shall not be used for nonmedical cannabis cultivation where such cultivation will prevent their primary use for cooking of meals, sleeping and bathing.

10. Cultivation of nonmedical cannabis shall only take place on impervious surfaces.

11. From a public right-of-way, there shall be no exterior evidence of nonmedical cannabis cultivation occurring on the parcel.

12. Nonmedical cannabis cultivation area, whether in a fully enclosed and secure structure or inside a residential structure, shall not be accessible to persons under 21 years of age.

13. Written consent of the property owner to cultivate nonmedical cannabis within the residential structure shall be obtained and shall be kept on the premises, and available for inspection by the chief of police or his/her designee.

14. A portable fire extinguisher, that complies with the regulations and standards adopted by the State Fire Marshal and applicable law, shall be kept in the fully enclosed and secure structure used for cultivation of nonmedical cannabis. If cultivation occurs in a residential structure, the portable fire extinguisher shall be kept in the same room as where the cultivation occurs.

18.88.060 Violations.

A. Violation of this chapter is hereby declared a public nuisance.

B. Nothing in this chapter in any way limits any remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this chapter. Such remedies include, but are not limited to, injunctive relief and administrative citations.

SECTION 11. All titles and numbering shall be updated as necessary to reflect the proposed additions or deletions.

SECTION 12. Effective Date. This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 13. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 14. Publication. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on August 2, 2021, and adopted on August 16, 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | |
|---|---|
| Establishing the Allowable Number of Commercial Cannabis Permits Allowed Pursuant to Pittsburg Municipal Code Section 5.70.150 | RESOLUTION NO. 21-13971 |

WHEREAS, the City of Pittsburg seeks to create economic development opportunities, increase general fund revenues to support programs that serve the residents of Pittsburg, and spur reinvestment in areas of the City housing poorly maintained spaces and lacking quality infrastructure and job opportunities; and

WHEREAS, in 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry; and

WHEREAS, in 2016, the voters of the State of California passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act ("Prop 64"); and

WHEREAS, in 2016, the voters of the City of Pittsburg voted in favor of Proposition 64, with 61% voting "yes" to 39% voting "no." Pittsburg voters also voted to approve Measure J, with 68% voting "yes" to 32% voting "no," in order to establish a cannabis business tax of up to 10%; and

WHEREAS, in 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state's licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019; and

WHEREAS, in 2018, the City Council amended Titles 5 and 18 of the Pittsburg Municipal Code (PMC) to allow for cannabis manufacturing, distribution, and testing, and adopted a resolution allowing for a cannabis business tax of up to up to 10%; and

WHEREAS, in 2019, the City Council amended Title 5 of the PMC to specify how buffer distances are measured and harmonize sensitive use definitions; and

WHEREAS, on March 22, 2021, the City Council held a workshop to discuss the City's cannabis policy, including expanding the types and number of cannabis businesses allowed in the City; and

WHEREAS, on June 22, 2021, the Planning Commission held a duly noticed public hearing at which time written and oral comments were considered and voted 6-0 (with one absent) to adopt Resolution No. 10170, recommending amendments to Titles 5 and 18 of the PMC to comprehensively update the City's cannabis business policies, including allowing for allowance of additional types of commercial cannabis businesses, including retail, cultivation, and microbusinesses; and

WHEREAS, on July 19, 2021, the City Council of the City of Pittsburg held a duly noticed public hearing to consider the adoption of amendments to PMC Titles 5 and 18 related to commercial cannabis businesses. Due to all City Council members not being present, the City Council opened the public hearing, took public comment, and continued the public hearing to the August 2, 2021 meeting; and

WHEREAS, on August 2, 2021, the City Council held a continued public hearing at which time written and oral comments were considered, and voted to introduce, waive further reading, and pass to second reading, Ordinance No. 21-1940, amending Titles 5 and 18 of the PMC to allow for amendments to Title 18 of the PMC to comprehensively update the City's cannabis business policies, including allowing for allowance of additional types of commercial cannabis businesses, including retail, cultivation, and microbusinesses. On August 16, 2021, the City Council adopted Ordinance No. 21-1940, approving the proposed amendments; and

WHEREAS, the amendments to Title 5 specify the City Council, at its discretion and by resolution, establish the number and type of commercial cannabis businesses allowed within the City.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

Section 2. Environmental. This project is exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The adoption of a limit on the types and number of cannabis businesses in the City will not induce any development and will not result in any new impacts beyond those that could exist without the change, specifically as they may relate to air quality, transportation, noise, hazards and hazardous materials, utilities, and/or public services. The future establishment of commercial cannabis businesses within the City will be subject to the City Council approval of a commercial cannabis permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.

Section 3. Number of Permits Allowed. The City Council hereby establishes a limit on the number of commercial cannabis businesses that may be approved within the City as follows:

(1) A maximum of two (2) commercial cannabis permits may be approved within each of the zones identified in Exhibit A of this Resolution.

(2) A single cannabis permit may allow for multiple cannabis use types for businesses.

(3) In no event shall the number of cannabis retail businesses exceed one (1) per 25,000 residents of the entire City (the "Per Capita Threshold"), as shown in the following table:

| City Population | Cannabis Businesses with Retail Component |
|---|---|
| 1-24,999 | 1 |
| 25,000-49,999 | 2 |
| 50,000-74,999 | 3 |
| 75,000-99,999 | 4 |
| 100,000-124,999 | 5 |
| 125,000-149,999 | 6 |
| 150,000+ | 7 |

Section 4. Continuation of Previously Approved Cannabis Businesses. Cannabis businesses legally established under an approved operating agreement with the City prior to the adoption of this resolution shall not be counted toward the maximum number of permits allowed, unless any previously approved businesses obtain approval to add additional types of commercial cannabis business operations to an existing facility.

Section 5. Conflict with PMC. In the event the regulations set forth by this Resolution conflict with any regulations contained within the PMC, the more restrictive requirement shall rule.

Section 6. Effective Date. This resolution shall become effective as of the effective date of Ordinance No. 21-1940.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of August, 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

**EXHIBIT A to Resolution No. 21-13971**

Cannabis Business Zones

Zone A:

Zone B:

Zone C:

Loveridge Rd
California Ave
California Delta Hwy
N Park Blvd
Pittsburg Antioch Hwy
Union Pacific
E Leland Rd
Lakeview Cir
Century Blvd

Zone D:

California Delta Hwy
California Ave
Bliss Ave
Harbor St
Loveridge Rd
E Leland Rd
Osage Ave
Parker Ave
Marina Blvd